



MEMORANDUM

TC

Agenda Item No. 3 (C)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 15, 2004

SUBJECT: Professional Engagement Agreement
For MIA Runway 9R/27L Pavement
Strengthening
Project No. E02-MDAD-05/H024B-1

FROM: 
George M. Burgess
County Manager

The attached Professional Engagement Agreement between Williams, Hatfield and Stoner, Inc., d/b/a TetraTech WHS, and Miami-Dade County has been prepared by the Miami-Dade Aviation Department and is recommended for approval. It is further recommended that the Board authorize the County Manager or his designee to execute said contract for and on behalf of the County, and to exercise any cancellation provisions therein.

PROJECT: MIA Runway 9R/27L Pavement
Strengthening

PROJECT NO.: E02-MDAD-05/H024B-1

PROJECT LOCATION: Miami International Airport

DESCRIPTION OF PROJECT: The Consultant will perform design services for the pavement strengthening of Runway 9R/27L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of approximately 380,000 square yards of asphalt pavement milling, 510,000 square yards of asphalt pavement overlay and isolated areas of full depth pavement reconstruction. The project also includes adjustment and replacement of existing centerline and edge lights, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of this project. In order not to impact daytime airfield operations, nighttime construction will be the preferred method for the project.

FIRM:	Williams, Hatfield and Stoner, Inc., d/b/a TetraTech WHS
LOCATION OF FIRM:	4601 Ponce de Leon Blvd, Suite 220 Coral Gables, FL 33146
SUBCONSULTANTS:	CRJ and Associates, Inc. CES Consultants, Inc. Hillers Electrical Engineering, Inc.
SELECTION PROCESS:	In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation/Selection Committee held a public hearing where three (3) of the four (4) firms that submitted and that possessed the necessary minimum qualifications presented. The firm of Williams Hatfield & Stoner, Inc. was chosen as the Committees' primary selection. With the County Manager's approval to move forward with the negotiation process, the Department successfully negotiated one agreement with the primary choice.
TERM OF AGREEMENT:	Four (4) years or until all timely Service Orders are completed and the services accepted, whichever may be later.
RECOMMENDED CONTRACT MEASURES:	20% CBE subconsultant goal
CONTRACT MEASURES ACHIEVED AT AWARD:	28% CBE subconsultant goal
ADVERTISEMENT DATE:	August 30, 2002
LIVING WAGE:	Not Applicable
AMOUNT OF RECOMMENDED AGREEMENT:	\$1,771,076

**ALLOWANCES/CONTINGENCY
ORDINANCE NO. 00-65:**

10% (Within Guidelines)

HOW LONG IN BUSINESS:

Forty five (45) years

COMPANY PRINCIPAL (S):

Zachary Fuller. P.E., President

**PREVIOUS AGREEMENT(S)
WITH THE COUNTY:**

Three (3) Agreements for a total of
\$1,400,000

**GENDER, ETHNICITY AND
OWNERSHIP BREAKDOWN:**

TetraTech WHS is a wholly owned
subsidiary of TetraTech, Inc.

**AFFIRMATIVE ACTION
EXPIRATION DATE:**

12/31/2003, File # 0094-0145

INSPECTOR GENERAL:

\$3,500

IPSIG:

\$14,000

FUNDING SOURCE:

Airport Revenue Bonds

USING AGENCY:

Miami-Dade Aviation Department

MANAGING AGENCY:

Miami-Dade Aviation Department

**APPROVED FOR
LEGAL SUFFIENCY:**

Yes



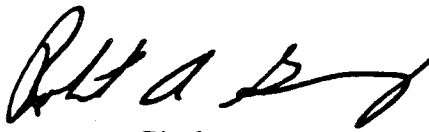
Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. **DATE:** February 3, 2004
and Members, Board of County Commissioners

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor _____ Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE
PROFESSIONAL ENGAGEMENT AGREEMENT BETWEEN
WILLIAMS, HATFIELD AND STONER, INC., D/B/A
TETRATECH WHS AND MIAMI-DADE COUNTY, FOR
SUPPLEMENTAL PROFESSIONAL CONSULTING SERVICES
FOR MIA RUNWAY 9R/27L PAVEMENT STRENGTHENING
AT MIAMI INTERNATIONAL AIRPORT, AUTHORIZING
COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE
CONTRACT AND TO EXERCISE CANCELLATION,
RENEWAL AND TERMINATION PROVISIONS CONTAINED
THEREIN

WHEREAS, this Board desires to accomplish the purposes
outlined in the accompanying memorandum and documents, copies of
which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board
approves the Professional Engagement Agreement (PEA) between
Williams, Hatfield and Stoner, Inc., d/b/a TetraTech WHS and
Miami-Dade County Inc., for Supplemental Professional Consulting
services for MIA Runway 9R/27L Pavement Strengthening, Project
E02-MDAD-05/H024B-1, at Miami International Airport, in
substantially the form on attached hereto, in an amount not to
exceed \$1,771,076, for a term of up to four years or until all
timely service orders are completed, all as more particularly set
forth in the accompanying memorandum from the County Manager;
this Board authorizes County Manager or his designee to execute
same on behalf of the County and to exercise cancellation,

renewal and termination provisions thereof.

and upon being put to a vote, the vote was as follows:

Sen. Javier D. Souto

become effective only upon an override by this Board.

COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. DBM

Deborah Bovarnick Mastin



MEMORANDUM

TO: George M. Burgess
County Manager

DATE: October 15, 2003

FROM: *Maryse Georges*
Maryse Georges
Project Manager
Contracts Administration

SUBJECT: Negotiation Committee Report for
MIA Runway 9R/27L
Pavement Strengthening
Project No. E02-MDAD-05/H024B-1

Attached are six copies of the proposed MIA Runway 9R/27L Pavement Strengthening Agreement, negotiated by County staff with the firm Williams Hatfield and Stoner, Inc.

Description of Project

The Consultant will perform design services for the pavement strengthening of Runway 9R/27L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of approximately 380,000 square yards of asphalt pavement milling, 510,000 square yards of asphalt pavement overlay and isolated areas of full depth pavement reconstruction. The project also includes adjustment and replacement of existing centerline and edge lights, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of this project.

Cost of Project, Source of Funding and Consulting Fees

Fees to the Consultant under this Agreement shall not exceed \$1,771,076.00, which includes audit accounts, for the inspector general, in the amount of \$3,500; and IPSIG, in the amount of \$14,000.00. The source of funding will be Airport Revenue Bonds and AIP.

Estimated Project Time Table

The term of this Agreement is four (4) years and shall begin upon execution of the parties and shall be in effect until all services are completed or until those Service Orders in force at the end of the stated period have been completed and the services accepted, whichever may be later.

Certification, Selection, and Negotiation Process

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation/Selection Committee held a public hearing where three (3) of the four (4) firms that submitted and that possessed the necessary minimum qualifications presented. One firm was chosen as the Committees' primary selection, Williams Hatfield &

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MIA Runway 9R/27L Pavement Strengthening
Project No. E02-MDAD-05/H024B-1

Stoner, Inc. With the County Manager's approval to move forward with the negotiation process, the Department successfully negotiated one agreement with the primary choice.

Consultant Selection Committee

Rosemarie Wilson, Non-Voting -Chairperson, DPM
Nancy Pantoja, MDAD
Alberto Maresma, MDAD
Curt Williams, DERM
Franklin Jarman, WASD
Elizabeth M. Zabowski, DBD

Negotiation Committee

Nancy Pantoja, MDAD
Alberto Maresma, MDAD
Curt Williams, DERM

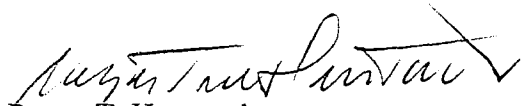
cc: Clerk of the Board of County Commissioners



MEMORANDUM

TO: Alicia Cuervo Schreiber
Assistant County Manager

DATE: February 18, 2003

FROM: 
Roger T. Hernstadt
Capital Improvements Coordinator

SUBJECT: MIA Runway 9R/27L
Pavement Strengthening
CICC Project No. E02-MDAD-05

The evaluation and selection of consultant(s) for the above-referenced solicitation has been concluded. The attached information describes the selection committee's recommendation(s) for negotiations. This document requires your review and the County Manager's signature prior to initiating negotiations. Upon completion of your review, please return the document to my attention.

c: Bill Johnson
Angela Gittens



MEMORANDUM

TO: Roger Hernstadt
Capital Improvements Coordinator
Office of Capital Improvements Construction
Coordination

DATE: February 18, 2003

Luisa M. Donovan

FROM: Luisa Millan Donovan, Division Director
Office of Capital Improvements Construction
Coordination

SUBJECT: MIA Runway 9R/27L
Pavement Strengthening
CICC Project No. E02-
MDAD-05

The evaluation and selection of consultant(s) for the above referenced solicitation has been concluded. The attached documentation is the selection committee's recommendation(s) to the County Manager for negotiations. The following summary of information is for the above referenced solicitation:

- August 13, 2002 - Request to Initiate received
- August 13, 2002 - Request to Advertise received
- August 30, 2002 - Published Advertisement
- September 27, 2002 - Proposals submitted
- October 2, 2002 – Introductory Meeting
- January 14, 2003 – First-Tier Meeting
- February 6, 2003 – Second-Tier Meeting



MEMORANDUM

To: Those Listed Below

Date: September 24th, 2002

From: Steve Shiver
County Manager

Subject: Evaluation/Selection Committee for MDAD
for MIA Runway 9R/27L Pavement
Strengthening – E02-MDAD-05/H024B-1

In accordance with Administrative Order 3-16, I am hereby appointing those listed below as the Selection Committee for MIA Runway 9R/27L Pavement Strengthening – E02-MDAD-05/H024B-1.

SELECTION COMMITTEE

Rosemarie Wilson, DPM (Chairperson)
Nancy Pantoja, MDAD
Alberto Maresma, MDAD
Curt William, DERM
Franklin Jarman, WASD
Elizabeth Zabowski, DBD

At the introductory meeting scheduled for **October 2nd, 2002**, the panel members will receive proposals and instructions regarding the evaluation and selection process. The first-tier selection meeting is scheduled for **October 30, 2002** to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations on **November 18, 2002** at a properly noticed second-tier selection process meeting to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide "cost/revenue" in a separate sealed envelope, "cost/revenue" will be considered separately and after the other criteria have been evaluated.

//

Request for Selection Committee

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If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. DPM's RFP unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the Department of Procurement Management and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

cc: Luisa Millan Donovan, Department of Procurement Management, A/E Unit
Angela Gittens, Director, MDAD
John Renfrow, Director, DERM
Bill Brant, Director, WASD
Marsha E. Jackman, Director, DBD

Selection Committee Members:

Rosemarie Wilson, DPM (Chairperson)
Nancy Pantoja, MDAD
Alberto Maresma, MDAD
Curt William, DERM
Franklin Jarman, WASD
Elizabeth Zabowski, DBD

**EVALUATION/SELECTION COMMITTEE FOR
MDAD FOR MIA RUNWAY 9R/27L PAVEMENT STRENGTHENING**

E02-MDAD-05/H024B-1

Committee Member/ Title	Department	Start Year With County	Gender/ Ethnicity	Education	Professional Licenses	Telephone #
Rosemarie Wilson (Chairperson)	DPM	---	---	---	---	(305) 375-2660
Nancy Pantoja Engineer 4	MDAD	1994	Hispanic Female	Bachelors in Civil Engineering	Registered P.E.	(305) 876-7489
Alberto Maresma Airport Engineer	MDAD	1978	Hispanic Male	Bachelors in Civil Engineering	Registered P.E.	(305) 876-1042
Curt Williams Environmental Section Supervisor	DERM	1989	Black Male	Bachelors of Science in Civil Engineering	N/A	(305) 372-6818
Franklin Jarman Chief, General Maintenance Division	WASD	1990	Black Male	Bachelors in Mechanical & Electrical Engineering	E.I.T.	(305) 669-7651
Elizabeth Zabowski Construction Project Manager	DBD	1997	White Female	Bachelors in Architecture	N/A	(305) 349-5955



MEMORANDUM

TO: Steve Shiver
County Manager

DATE: February 18, 2003

FROM: Rosemarie M. Wilson, CICC, Chairperson
Consultant Selection Committee

SUBJECT: Consultant Selection Report for
MIA Runway 9R/27L
Pavement Strengthening
CICC Project No. E02-MDAD-05

This report is submitted to you following the requirements of Section 2-10.4 of the Code of Miami-Dade County.

As authorized by the County Manager's memorandum dated September 24, 2002 the designated committee met on and conducted the consultant selection process for the subject services on January 14, 2003 and February 6, 2003. This process was conducted in accordance with the procedure specified by the above-referenced Code, as described in the attached summary minutes of these meetings.

CONSULTANTS SELECTION COMMITTEE MEETING OF JANUARY 14, 2003

As advertised in the Metro Calendar, the Selection Committee met to prescreen consultants on January 14, 2003, in the 13th floor conference room A of the Stephen P. Clarke building, located at the 111 NW 1 Street, Miami, Florida. The Committee undertook a review of available information regarding the four (4) respondents to the public notice. It was reported on behalf of the various departments that all teams met all the minimum submittal requirements for the project, as shown in the compliance status reports completed by the Capital Improvements Construction Coordination Office and the Department of Business Development.

In conclusion, the numbers of qualified respondents invited to make presentations before the Committee at the Second-Tier meeting was based on a minimum of three (3) or a maximum of 15% per agreement. A total of three (3) teams were invited to make presentations.

CONSULTANTS SELECTION COMMITTEE MEETING OF FEBRUARY 6, 2003

As advertised in the Metro Calendar and the "Daily Business Review", a Second-Tier meeting was held on February 6, 2003, in the Stephen P. Clark Center, located at 111 NW 1st Street, 18th floor, Conference room 18-2, Miami, FL. At this meeting, the Selection Committee heard presentations from the three (3) respondents found to be qualified at the January 14, 2003 First-Tier meeting.

Representatives from the firms made 25-minute presentations and responded to questions from the committee. The evaluation/selection committee completed their Second-Tier selection criteria evaluations and assigned point values for the qualifications of the teams and the knowledge of project scope. Subsequent to full consideration of local preference and tiebreakers, the evaluation/selection committee made its final recommendation to the County Manager that a contract be negotiated with the highest ranked responsive and responsible proposer. The highest-ranking teams have been recommended in order of preference, for your review and concurrence. Upon your approval, the County shall enter into negotiations with the recommended proposer.

The following respondents were found to be the most highly qualified to provide the required services, as outlined and ranked in the attached summary minutes of the public hearing, and are listed in ranking order for your further consideration as to the order of preference for the negotiations for one (1) professional services agreement with a 20% CBE participation goal pertinent to this notice:

ONE (1) AGREEMENT w/ 20% CBE PARTICIPATION GOAL

RANKING OF RESPONDENTS

Williams Hatfield and Stoner, Inc.
Subconsultants
C E S Consultants, Inc.
C R J & Associates, Inc.
Hillers Electrical Engineering, Inc.
Reynolds, Smith and Hills, Inc.

The following team of firms are the alternates:

Kimley Horn and Associates, Inc.
Subconsultants
William A. Berry & Associates
Civil Works, Inc.
Tasmin Uddin & Associates International

Harding ESE, Inc.
Subconsultants
E A C Consulting, Inc.
Law Engineering & Environmental Services
San Martin Associates, Inc.

You may wish to consider the appointment of the following individuals to the Negotiation Committee:

1. Nancy Pantoja, MDAD
2. Alberto Maresma, MDAD
3. Curt Williams, DERM

Attached are the following items to substantiate the Committee actions taken to date.

- 1) Notice To Professional Consultants
- 2) Selection Committee Approval Memo
- 3) Summary Minutes of First-Tier Meeting on January 14, 2003
- 4) Summary Minutes of Second-Tier Meeting on February 6, 2003

MIAMI-DADE AVIATION DEPARTMENT
MIA RUNWAY 9R/27L PAVEMENT STRENGTHENING
CICC PROJECT NO. E02-MDAD-05
SUMMARY MINUTES OF FIRST-TIER
CONSULTANT SELECTION COMMITTEE MEETING
JANUARY 14, 2003

As authorized by the County Manager's memorandum dated September 24, 2002 the designated Consultant Selection Committee met in the Miami-Dade Stephen P. Clark Center, located at 111 NW 1st Street, 13th Floor, Conference room A, Miami, Florida, to review material submitted by four (4) teams of firms in response to the public notice regarding the subject selection:

CONSULTANT SELECTION COMMITTEE

Rosemarie M. Wilson, CICC, Chairperson
Nancy Pantoja, MDAD
Alberto Maresma, MDAD
Franklin Jarman, WASD
Curt Williams, DERM
Elizabeth Zabowski, DBD

SUPPORT STAFF

Pam Paulk, CICC

Ms. Rosemarie Wilson, Office of Capital Improvements Construction Coordination (CICC), initiated the proceedings by distributing and directing the Committee's attention to the attached Summary of Consultant Responses to Requested Data. Ms. Wilson reported on behalf of various departments that all of the respondents met all the technical certification requirements and other submittal requirements stipulated in the public notice established for the project, as shown in compliance status reports completed by CICC and the Department of Business Development (DBD).

Ms. Paulk reported that Harding ESE had recently changed their name to Mactec Engineering and Consulting, Inc. Ms. Paulk had consulted with the County Attorneys Office who advised that as long as the technical certification qualifiers remained the same for both firms, Mactec would be able to continue their participation on this solicitation process.

PROPOSALS SUBMITTED BY THE FOLLOWING TEAMS of FIRMS:

1. Williams Hatfield and Stoner, Inc.

Subconsultants

C E S Consultants, Inc.
C R J & Associates, Inc.
Hillers Electrical Engineering, Inc.
Reynolds, Smith and Hills, Inc.

2. Kimley Horn and Associates, Inc.

Subconsultants

William A. Berry & Associates
Civil Works, Inc.
Tasmin Uddin & Associates International

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3. Edwards and Kelsey, Inc.

Subconsultants

URS Corporation Southern
Planning and Economics Group, Inc.
BND Engineers, Inc.
H.J. Ross Associates, Inc.

4. Harding ESE, Inc.

Subconsultants

E A C Consulting, Inc.
Law Engineering & Environmental Services
San Martin Associates, Inc.

After some discussion on the matter, the Committee moved to shortlist the teams of firms to be invited to make oral presentations at the Second-Tier Meeting. Subsequent to full consideration of local preference and tiebreakers, the evaluation/selection committee made its final recommendation to invite a minimum of three or a maximum of 15% per agreement of the qualified respondents to the Second-Tier meeting. The tabulation sheets are attached for review.

Upon conclusion of the above, the following action was taken:

Motion 1: To invite a minimum of 3 or 15% of the qualified respondents for a total of three (3) respondents to present at the second-tier meeting. The presentations will be 25 minutes in duration and the question and answer period will be 15 minutes.

Moved: Alberto Maresma, MDAD
Seconded: Elizabeth Zabowski, DBD
Action: Adopted unanimously

The First-Tier meeting was adjourned.

TEAMS OF FIRMS SHORTLISTED:

Williams Hatfield and Stoner, Inc.

Subconsultants

C E S Consultants, Inc.
C R J & Associates, Inc.
Hillers Electrical Engineering, Inc.
Reynolds, Smith and Hills, Inc.

Kimley Horn and Associates, Inc.

Subconsultants

William A. Berry & Associates
Civil Works, Inc.
Tasmin Uddin & Associates International

Harding ESE, Inc.


Subconsultants

E A C Consulting, Inc.

Law Engineering & Environmental Services

San Martin Associates, Inc.

Presentations will be heard on February 6, 2003, beginning at 1:00 P.M., at the SPCC, 111 NW 1st Street, 18th Floor, Conference Room 18-2, Miami, Florida.



Rosemarie M. Wilson, CICC, Chairperson

FIRST-TIER
MIAMI-DADE AVIATION DEPARTMENT
MIA RUNWAY 9R/7L PAVEMENT STRENGTHENING
E02-MDAD-05

TABULATION SHEET

		COMMITTEE MEMBERS															
NAME OF FIRM(S)																	
1	Williams Hatfield and Stoner, Inc. Subconsultants C E S Consultants, Inc. C R J & Associates, Inc. Hillers Electrical Engineering, Inc. Reynolds, Smith and Hills, Inc.	Nancy Pantoja	Alberto Maresma	Curt Williams	Franklin Jarman	Elizabeth Zabowski	SUB-TOTAL	TOTAL	System Ranking	Local Preference Ranking	PCW Tie-Breaker	QUAL Tie-Breaker	FINAL RANK	DPM RANK			
	Amount of work awarded and paid by Miami Dade County within the last three (3) years Past Performance of Firm Qualification of Proposed Team Members	17 30 40	17 32 42	17 30 36	17 35 40	17 25 37	85 152 195	432	1								
2	Kinley Horn and Associates, Inc. Subconsultants William A. Berry & Associates Civil Works, Inc. Tasmin Uddin & Associates Int'l																
	Amount of work awarded and paid by Miami Dade County within the last three (3) years Past Performance of Firm Qualification of Proposed Team Members	11 20 30	11 32 42	11 28 37	11 35 40	11 30 34	55 145 183	383	III								
3	Edwards and Kelsey, Inc. Subconsultants URS Corporation Southern Planning and Economics Group, Inc. BND Engineers, Inc. H. J. Ross Associates, Inc.																
	Amount of work awarded and paid by Miami Dade County within the last three (3) years Past Performance of Firm Qualification of Proposed Team Members	5 25 45	5 31 45	5 25 42	5 35 45	5 22 35	25 138 212	375	IV								
4	Harding ESE, Inc. Subconsultants E A C Consulting, Inc. Law Engineering & Environmental Services San Martin Associates, Inc.																
	Amount of work awarded and paid by Miami Dade County within the last three (3) years Past Performance of Firm Qualification of Proposed Team Members	12 20 25	12 31 43	12 27 38	12 35 40	12 26 40	60 139 186	385	II								

**MIAMI-DADE AVIATION DEPARTMENT
MIA RUNWAY 9R/27L PAVEMENT STRENGTHENING
CICC PROJECT NO. E02-MDAD-05**

**SUMMARY MINUTES OF SECOND-TIER
CONSULTANT SELECTION COMMITTEE MEETING
FEBRUARY 6, 2003**

The following Consultant Selection Committee members met on February 6, 2003, on the 18th floor, Conference Room 18-2, of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL, to hear presentations from interested qualified respondents and conclude the Committee selection of consultants for the subject project:

CONSULTANT SELECTION COMMITTEE

Rosemarie M. Wilson, CICC, Chairperson
Nancy Pantoja, MDAD
Alberto Maresma, MDAD
Franklin Jarman, WASD
Curt Williams, DERM
Elizabeth Zabowski, DBD

SUPPORT STAFF

Darshanie Ramjit, CICC

Ms. Wilson, Chairperson from the Office of Capital Improvements Construction Coordination (CICC) opened the public meeting, and following introductions, the selection committee members, called for presentations from the short listed firms as follows:

FIRMS

1. Williams Hatfield and Stoner, Inc.
Subconsultants
C E S Consultants, Inc.
C R J & Associates, Inc.
Hillers Electrical Engineering, Inc.
Reynolds, Smith and Hills, Inc.
2. Kimley Horn and Associates, Inc.
Subconsultants
William A. Berry & Associates
Civil Works, Inc.
Tasmin Uddin & Associates International
3. Harding ESE, Inc.
Subconsultants
E A C Consulting, Inc.
Law Engineering & Environmental Services
San Martin Associates, Inc.

The list of consultant representatives present at the oral presentations is on the attached sign in sheets. All were registered as lobbyists specifically for this oral presentation pursuant to the requirements of Section 2-11.1(s) of the Code of Miami-Dade County, except for the ones that are marked accordingly.

Following the presentations, the Committee discussed the qualifications of each firm in relation to the required services. The Committee assigned point values taking into consideration the qualifications of the teams and knowledge of project scope only, as the past performance and the amount of monies awarded and paid point values have already been accounted for during the First-Tier meeting and have been carried over. Ms. Wilson advised the committee that their responsibility is restricted to an evaluation of the teams and the assignment of points accordingly. The County Manager will make the final decision on the award of the contracts.

Upon completion of the addition of the Committee scores, and consideration of local preference, the final ranking of the teams is listed below. Please refer to the attached tabulation sheet for a summary of the scoring and ranking.

Upon conclusion of the scoring and ranking process, the following action was taken:

Motion: To recommend to the County Manager for his further consideration as to order of preference for negotiation of professional services agreements, the firms listed below in the Committee's order of suggested rank:

Moved: Nancy Pantoja, MDAD

Seconded: Alberto Maresma, MDAD

Action: Adopted unanimously

RANKING OF RESPONDENTS

SELECTION FOR PSA NEGOTIATION **ONE (1) AGREEMENT with 20% CBE MEASURES**

Williams Hatfield and Stoner, Inc.

Subconsultants

C E S Consultants, Inc.

C R J & Associates, Inc.

Hillers Electrical Engineering, Inc.

Reynolds, Smith and Hills, Inc.



The following team of firms are the alternates:

Kimley Horn and Associates, Inc.

Subconsultants

William A. Berry & Associates

Civil Works, Inc.

Tasmin Uddin & Associates International

Harding ESE, Inc.

Subconsultants

E A C Consulting, Inc.

Law Engineering & Environmental Services

San Martin Associates, Inc.

A motion to include the appointment of the following members for the Negotiations Committee:

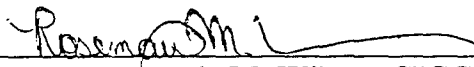
Motion: To recommend to the County Manager for the appointment of the following members for the Negotiations Committee:

Moved: Franklin Jarman, WASD

Seconded: Elizabeth Zabowski, DBD

1. Nancy Pantoja, MDAD
2. Alberto Maresma, MDAD
3. Curt Williams, DERM

Action: Adopted unanimously



Rosemarie M. Wilson, CICC Chairperson

**Miami-Dade Aviation Department
MIA Runway 9R/27L Pavement Strengthening
Project No. E02-MDAD-05**

* If not included in Performance Data Sheet #1 of the submittals of the subject project, the representative must register with the Clerk of the Board of County Commission prior to the Public Hearing and a copy submitted to the Coordinator at the Public Hearing.

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**Miami-Dade Aviation Department
MLA Runway 9R/27L Pavement Strengthening
Project No. E02-MDAD-05**

* If not included in Performance Data Sheet #1 of the submittals of the subject project, the representative must register with the Clerk of the Board of County Commission prior to the Public Hearing and a copy submitted to the Coordinator at the Public Hearing.

MIAMI-DADE COUNTY, FLORIDA
CAPITAL IMPROVEMENT CONSTRUCTION COORDINATION OFFICE

SUMMARY OF CONSULTANT RESPONSES
TO
REQUESTED DATA

MIAMI-DADE AVIATION DEPARTMENT
MIA Runway 9R/27L Pavement Strengthening
Project No.: E02-MDAD-05

FIRST-TIER DATE: JANUARY 14, 2003

Miami-Dade County, Florida
Department of Procurement Management Architecture and Engineering Section
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Runway 9R/27L Pavement Strengthening - E02-MDAD-05

SUBM NO.	RESPONDING FIRM(S) PRIME CONSULTANT Address, Phone #, Fax #, and Contract Name Prime, Sec. Lic. Comm. Date	Ethnicity & Gender	Prequal. Exp. Date	FOIMS										REMARKS		
				1		2		3		4		5			6	
				Lobbyist Reg.	Elect. T/O	Equal Gen. Assigned	Reg. and Rel. Exp.	WOL Hiring Disparity	Local Business Affiliate	Minority Ownership	SOB	CBE	OS			
1	Williams Hatfield and Stoner, Inc. 4601 Ponce de Leon Blvd. Suite 220 Coral Gables, FL 33146 Phone: (305) 663-5777 Fax: (305) 663-5781 Occ. Lic. Comm. Date: 7/19/90 L. Michael Carey, Vice President	Non-Hispanic White Male	11/30/2002	Y	Y	4.01, 11.00 16.00, 17.00 11/15/2002	Y	Y	Y	Y	Y	28%	Y	NS	prequalification approval date 10/15/2001	
	C E S Consultants, Inc.	Black/Hispanic Male	2/28/2003	Y	Y	11.00, 16.00 17.00 2/28/2002	Y	Y	NA	NA	NA	NA	Y	10%	NS	prequalification approval date 2/28/2002
	C R J & Associates, Inc.	Hispanic Male	9/30/2003	Y	Y	4.01, 16.00 17.00 9/26/2002	Y	Y	NA	NA	NA	NA	Y	17%	NS	prequalification approval date 9/26/2002
	Hillers Electrical Engineering, Inc.	Hispanic Male	9/30/2003	Y	Y	4.01, 3.02 13.00, 17.00 9/26/2002	Y	Y	NA	NA	NA	NA	Y	1%	NS	prequalification approval date 9/26/2002
	Reynolds, Smith and Hills, Inc.	Non-Hispanic White Male	7/31/2003	Y	Y	4.01, 16.00 17.00 7/25/2002	Y	Y	NA	NA	NA	NA	NA	NA	NS	prequalification approval date 7/25/2002

Prequal Submittal Date
September 27, 2002

Number of TSAs and Contract Measures
20% CBE Goal

Technical Certification Requirements
4.01 Aviation Systems: Engineering Design (PRIME)
11.00 General Structural Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management

- Form 1 Lobbyist Registration Form
- Form 2 Team Composition Table of Organization
- Form 3 Technical Certification/Professional Resumes
- Form 4 Relevant Experience/References
- Form 5 Work History Disclosure
- Form 6 Local Business Preference Affidavit
- Form 7 Acknowledgement of Addenda

Handwritten initials: DP

Miami-Dade County, Florida
Department of Procurement Management Architecture and Engineering Section
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Runway 9R/27L Pavement Strengthening - E02-MDAD-05

SUBM NO.	RESPONDING FIRM(S) PRIME CONSULTANT Address, Phone #, Fax #, and Contact Name Prime, Org, Lic, Comm. Date	Employer & Gender	Prequal Date	FORMS							CBE			REMARKS		
				1 Submittal Rev'd	2 Team NO	3 Firm Cert Statement	4 Reg. and Rel. Exp.	5 Valid Hours Dignity	6 Firm Cert Statement	7 Firm Cert Statement	8 Firm Cert Statement	9 Firm Cert Statement	10 Firm Cert Statement			
2	Kimley Horn and Associates, Inc. 14750 NW 77th Court Suite 100 Miami Lakes, FL 33016 Phone: (305) 827-0588 Fax: (305) 827-5776 Dec. Lic. Comm. Date: 5/1993 Michael S. Ross, Project Manager	Employee Owned	8/31/2003	Y	Y	4.01, 11.00 16.00, 17.00 8/29/2002	Y	Y	Y	Y	Y	25%	NA	Y	prequalification approval date 8/29/2002	
		Hispanic Woman	2/28/2003	Y	Y	13.00, 17.00 2/28/2002	Y	Y	NA	NA	NA	NA	Y	5%	NA	prequalification approval date 2/28/2002
		Non-Hispanic White Female	8/31/2003	Y	Y	4.01, 16.00 17.00 8/29/2002	Y	Y	NA	NA	NA	NA	Y	5%	NA	prequalification approval date 8/29/2002
		Male	10/31/2003	Y	Y	4.01, 11.00 16.00, 17.00 10/30/2002	Y	Y	NA	NA	NA	NA	Y	15%	NA	prequalification approval date 10/30/2001

Prerequisite Submittal Date
September 27, 2002
Number of PSAs and Contract Measures
20% CBE Goal

Technical Certification Requirements
4.01 Aviation Systems: Engineering Design (PRIME)
11.00 General Structural Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management

- Form 1 Lobbyist Registration Form
- Form 2 Team Composition/Table of Organization
- Form 3 Technical Certification/Professional Resumes
- Form 4 Relevant Experience/References
- Form 5 Work History Disclosure
- Form 6 Local Business Preference Affidavit
- Form 7 Acknowledgement of Addenda

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Miami-Dade County, Florida
Department of Procurement Management Architecture and Engineering Section
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Runway 9R/27L Pavement Strengthening - E02-MDAD-05

SUBM. NO.	RESPONDING FIRMS) PRIME CONSULTANT Address, Phone #, Fax #, and Contact Name Prime, Occ. Lic. Comm. Date	Ethnicity & Gender	Prequal Exp. Date	FORMS										REMARKS		
				1 Lobbyist Reg.	2 Team PIO	3 Tech. Certs. Assigned	4 Ref. and Rel. Exp.	5 Work- History Disclosure	6 Local Business Affiliate	7 Advisory Advisory	CBE					
											SDB	LOI	LOS			
3	Edwards and Kelsey, Inc. 7300 North Kendall Drive Suite 400 Miami, FL 33156 Phone: (305) 279-2298 Fax: (305) 279-5812 Occ. Lic. Comm. Date: 8/1988 Robert C. Specker, Vice President	White Non-Hispanic Male	2/28/2003	Y	Y	4.01, 11.00 16.00, 17.00 2/28/2002	Y	Y	Y	Y	Y	Y	20%	N	NS	prequalification approval date 2/28/2002
	URS Corporation Southern	Publicly- Owned Company	12/31/2002	Y	Y	4.01, 13.00 16.00 9/26/2002	Y	Y	Y	NA	NA	NA	NA	N	NS	prequalification approval date 12/01/2001 prequalification is expired
	Planning and Economics Group, Inc.	Hispanic Female	8/31/2003	Y	Y	19.04 8/29/2002	Y	Y	Y	NA	NA	NA	NA	N	NS	prequalification approval date 8/29/02
	BND Engineers, Inc.	Black Male	10/31/2003	Y	Y	4.01, 16.00 17.00 10/30/2002	Y	Y	Y	NA	NA	NA	NA	Y	NS	prequalification approval date 10/30/2002
	H. J. Ross Associates, Inc.	Hispanic Male	1/31/2003	Y	Y	4.01, 11.00 13.00 1/30/2002	Y	Y	Y	NA	NA	NA	NA	N	NS	prequalification approval date 1/30/2002

Proposal Submittal Date
September 27, 2002

Number of PSAs and Contract Measures
20% CBE Goal

Technical Certification Requirements
4.01 Aviation Systems: Engineering Design (PRIME)
11.00 General Structural Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management

- Form 1 Lobbyist Registration Form
- Form 2 Team Composition/Table of Organization
- Form 3 Technical Certification/Professional Resumes
- Form 4 Relevant Experience/References
- Form 5 Work History Disclosure
- Form 6 Local Business Preference Affidavit
- Form 7 Acknowledgement of Adherence

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Miami-Dade County, Florida

Department of Procurement Management Architecture and Engineering Section

Summary of Consultant Response to Requested Data

Miami-Dade Aviation Department

MIA Runway 9R/27L Pavement Strengthening - E02-MDAD-05

SUBM. NO.	RESPONDING FIRM(S) PRIME CONSULTANT Address, Phone #, Fax #, and Contact Name Prime, Sec. Lic. Comm. Date	Ethnicity & Gender	Training & Experience	FORMS										REMARKS		
				1	2	3	4	5	6	7	8	9	10			
4	Harding ESE, Inc. 5845 NW 158th Street Miami Lakes, FL 33014 Phone: (305) 826-5588 Fax: (305) 826-1799 Occ. Lic. Comm. Date: Donald C. Zimmer, Vice President	Non-Hispanic White		Y	Y	4.01, 16.00 17.00	Y	Y	Y	Y	Y	Y	20%	N	NS	prequalification approval date
	E A C Consulting, Inc.	Black Male		Y	Y	16.00 1/30/2002	Y	Y	Y	NA	NA	NA	Y	10%	NS	prequalification approval date 1/31/2002
	Law Engineering & Environmental Services	Non-Hispanic White		Y	Y	4.01, 16.00 17.00 10/17/2002	Y	Y	Y	NA	NA	NA	Y	N	NS	prequalification approval date 10/17/2001
	San Martin Associates, Inc.	Hispanic Female		Y	Y	11.00, 13.00 8/13/2002	Y	Y	Y	NA	NA	NA	Y	10%	NS	prequalification approval date 8/13/2002

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- Proposal Submittal Date**
September 27, 2002
- Number of PSAs and Contract Measures**
20% CBE Goal
- Technical Certification Requirements**
4.01 Aviation Systems; Engineering Design (PRIME)
11.00 General Structural Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management
- Form 1 Lobbyist Registration Form
 - Form 2 Team Composition/Title of Organization
 - Form 3 Technical Certification/Professional Resumes
 - Form 4 Relevant Experience/References
 - Form 5 Work History Disclosure
 - Form 6 Local Business Preference Affidavit
 - Form 7 Acknowledgement of Addenda

MIAMI-DADE COUNTY, FLORIDA
CAPITAL IMPROVEMENT CONSTRUCTION COORDINATION OFFICE

CBE COMPLIANCE REVIEW SUMMARY

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Miami-Dade Aviation Department
MIA Runway 9R/27L Pavement Strengthening
Project No.: E02-MDAD-05

FIRST-TIER DATE: JANUARY 14, 2003



MEMORANDUM

TO: Theodore G. Lucas, Director
Department of Procurement Management

DATE: October 23, 2002

FROM: *Marsha E. Jackman*
Marsha E. Jackman, Director
Department of Business Development

SUBJECT: Compliance Review
Project No. E02-MDAD-05
MLA Runway 9R/27L Pavement
Strengthening

The Department of Business Development has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE) Program for Architectural and Engineering Services. The contract measure established for this project is a 20% CBE subconsultant goal.

The consultants listed below are in compliance with the requirements of the CBE Participation Provisions:

Consultant/Submittal Number

Williams Hatfield and Stoner, Inc. (#1)
Kimley Horn and Associates, Inc. (#2)
Edwards and Kelcey, Inc. (#3)
Harding ESE, Inc. (#4)

Williams Hatfield and Stoner, Inc. (#1) submitted a Schedule of Participation (SOP), listing the following CBE subconsultants: CRJ and Associates, Inc. to provide MOT/phasing/scheduling/permits/SWPPP and construction management services at 17%; CES Consultants, Inc. to provide CADD production services at 10%; and Hillers Electrical Engineering, Inc. to provide electrical engineering services at 1%.

Hillers Electrical was certified as a CBE at the time of proposal submittal (September 27, 2002), but graduated from the CBE Program on October 1, 2002. Consequently, the 1% CBE goal assigned to Hillers Electrical cannot count toward the overall CBE goal. Williams Hatfield and Stoner, however, is in compliance with the CBE Participation Provisions because the combined participation of the remaining CBE subconsultants exceeds the established goal for a total of 27%. Letters of Intent (LOIs) were submitted that are in agreement with the SOP.

Kimley Horn and Associates Inc. (#2) submitted a SOP, listing the following CBE subconsultants: Civil Works, Inc. to provide general civil engineering (drainage and utilities) support services at 5%; William A. Berry and Associates, Inc. to provide airfield electrical plans, specifications, and airfield electrical related to construction phase services at 5%; and Tasnim Uddin and Associates International, Inc. to provide all acceptance survey and testing work during construction and striping plans or construction phase support services at 15%. LOIs were submitted that are in agreement with the SOP.

Edwards and Kelcey, Inc. (#3) submitted a SOP, listing CBE subconsultant, BND Engineers, Inc. to provide aviation systems/engineering design, engineering construction management and general civil engineering services at 20%. A LOI was submitted that is in agreement with the SOP.

Theodore G. Lucas
October 23, 2002
Page 2

Harding ESE, Inc. (#4) submitted an SOP and LOIs listing the following CBE subconsultants: EAC Consulting, Inc. to provide civil and structural engineering services at 10% and San Martin Associates, Inc. to provide structural and electrical engineering services at 10%.

EAC was certified as a CBE at the time of proposal submittal (September 27, 2002). EAC's certification expired on September 30, 2002 and recertification has not been sought to date. Consequently, the 10% CBE goal assigned to EAC cannot count toward the overall CBE goal. However, subsequent to an Investigatory Meeting, conducted on October 23, 2002, Harding ESE has committed to increase San Martin & Associates' participation to 20%. EAC will remain a part of the team as a non-certified firm.

Please note that this memorandum only addresses compliance with the Community Business Enterprise Participation Provisions and the established contract measure.

Should you have any questions or need additional information, please do not hesitate to contact Sharon Ryland at (305) 349-5986.

MEJ:sar

cc: Luisa Millan-Donovan, DPM
Pam Paulk, DPM
Rosemarie Wilson, DPM
Sheila Martinez, DBD
Patrice Hill, DBD
Penny Townsley, DBD
Patricia Thomas, DBD

MIAMI-DADE AVIATION DEPARTMENT
MIA Runway 9R/27L Pavement Strengthening
E02-MDAD-05

PREVIOUS COUNTY WORK - POINT VALUE

		Awarded	Paid	Awarded Points	Paid Points	Total Points
	NAME OF FIRM(S)					
1	Williams Hatfield and Stoner, Inc. Subconsultants C E S Consultants, Inc. C R J & Associates, Inc. Hillers Electrical Engineering, Inc. Reynolds, Smith and Hills, Inc. SUBCONSULTANT'S TOTAL TOTAL TEAM POINTS	\$1,400,000.00 \$1,250,000.00 \$500,000.00 \$0.00 \$1,250,000.00 \$3,000,000.00	\$521,925.00 \$41,440.00 \$0.00 \$0.00 \$11,318.00 \$52,758.00	5 2	6 4	 17
2	Kimley Horn and Associates, Inc. Subconsultants William A. Berry & Associates Civil Works, Inc Tasmin Uddin & Associates Int'l SUBCONSULTANT'S TOTAL TOTAL TEAM POINTS	\$5,910,833.00 \$115,000.00 \$800,000.00 \$2,580,000.00 \$3,495,000.00	\$1,272,932.00 \$123,816.00 \$1,466,998.00 \$721,726.00 \$2,312,540.00	1 2	5 3	 11
3	Edwards and Kelsey, Inc. Subconsultants URS Corporation Southern Planning and Economics Group, Inc. BND Engineers, Inc. H. J. Ross Associates, Inc. H. J. Ross Associates, Inc. SUBCONSULTANT'S TOTAL TOTAL TEAM POINTS	\$4,500,000.00 \$5,650,000.00 \$0.00 \$10,572,500.00 \$6,040,000.00 \$22,262,500.00	\$3,313,927.00 \$4,193,565.00 \$905,464.00 \$4,501,338.00 \$7,587,525.00 \$17,187,892.00	2 0	3 0	 5
4	Harding ESE, Inc. Subconsultants E A C Consulting, Inc. Law Engineering & Environmental Services San Martin Associates, Inc. SUBCONSULTANT'S TOTAL TOTAL TEAM POINTS	\$0.00 \$4,520,000.00 \$1,250,000.00 \$750,000.00 \$6,520,000.00	\$0.00 \$1,977,913.00 \$820,576.00 \$5,566,252.00 \$8,364,741.00	6 0	6 0	 12

ADDENDUM NO. TWO

DATE: September 24, 2002
DEPARTMENT: Miami-Dade Aviation Department
PROJECT NAME: MIA Runway 9R/27L Pavement Strengthening
PROJECT NUMBER: E02-MDAD-05
SUBMITTAL DATE: September 27, 2002
CONSULTANT COORDINATOR: Rosemarie Wilson

This Addendum is issued to clarify and/or modify the previously issued Notice to Professional Consultant (NTPC), and is hereby made part of the NTPC. All requirements of the NTPC not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on the form provided by incorporating it within your proposal upon submittal.

CLARIFICATIONS:

- A. To clarify addendum #1 for this solicitation, the project book is available **FOR PICK UP**. If you are interested in obtaining a copy, please contact Ernesto Beltre, DAC at (305) 876-0787. His office is located at 4200 NW 36th Street, Building 5A, 2nd floor.
- B. Referring to the Notice of Professional Consultants (NTPC), Section 2.2, page 9 of 15, form-4, please complete this form as thoroughly and completely as possible. Do not modify this form. As stated in the NTPC, additional "information may be attached to further expound upon your experience on these projects."
- C. Referring to the Notice of Professional Consultants (NTPC), form no. 4, although it states, "Prime" on the signature line, the specific firm is required to sign their own form.

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

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ADDENDUM NO. ONE

DATE: September 19, 2002
DEPARTMENT: Miami-Dade Aviation Department
PROJECT NAME: MIA Runway 9R/27L Pavement Strengthening
PROJECT NUMBER: E02-MDAD-05
SUBMITTAL DATE: September 27, 2002
CONSULTANT COORDINATOR: Rosemarie Wilson

This Addendum is issued to clarify and/or modify the previously issued Notice to Professional Consultant (NTPC), and is hereby made part of the NTPC. All requirements of the NTPC not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on the form provided by incorporating it within your proposal upon submittal.

MODIFICATIONS:

- A. Miami-Dade Aviation Department will provide surveying services for this project. However, the selected consultant will be required to identify the scope of work.
- B. Miami-Dade Aviation Department will provide geotechnical/soil testing services for this project. However, the selected consultant will be required to identify the scope of work.
- C. The selected consultant will be required to perform construction inspection services.
- D. This solicitation's project book is available, please contact Ernesto Beltre, DAC at (305) 876-0787. His office is located at 4200 NW 36th Street, Building 5A, 2nd floor.
- E. Referring to the Notice of Professional Consultants (NTPC), Sections 1.3 and 1.9, be advised that the deadline for receipt of written questions shall be at the end of the business day on September 23, 2002.

EXPLANATIONS:

- A. With reference to form 5 (Work History Disclosure), as stated in Administrative Order 3.33, "the dollar value of professional services performed as a prime consultant, the dollar value shall exclude the subconsultant fees associated with the subject professional services performed."

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

ec:

attachment(s): Acknowledgement Form

**MIAMI-DADE COUNTY, FLORIDA
NOTICE TO PROFESSIONAL CONSULTANTS
MIAMI-DADE AVIATION DEPARTMENT
MIA RUNWAY 9R/27L PAVEMENT STRENGTHENING
E02-MDAD-05**

The County Manager, Miami-Dade County (County), pursuant to Chapter 287.055, Florida Statutes, and Chapter 2, Section 2-10.4 of the Miami-Dade County Code as amended by Ordinance 01-105 and Administrative Order 3-33, announces that professional services will be required from one (1) qualified team of firms. This solicitation is considered to be a project specific contract.

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	Form-1 Lobbyist Registration	
	Form-2 Team Composition/Table of Organization	
	Form-3 Technical Certification/Professional Resumes	
	Form 4 Relevant Experience/References	
	Form-5 Work History Disclosure	
	Form-6 Local Business Preference Affidavit	
	Form-7 Acknowledgment of Addenda	
	Exhibit A CBE Provisions Package	

SECTION 1.0 – SCOPE OF SERVICES AND PROPOSAL PROCEDURES

1.1 DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) Consultant means the respondent that receives an award of a Contract from the County as a result of this Solicitation, which is also to be known as “Prime Consultant”.
- b) Contract is synonymous with the term “Agreement”, an Agreement refers to the Professional Services Agreement (PSA).
- c) The word “County” means Miami-Dade County, a political subdivision of the State of Florida.
- d) Design-Build contract means a single contract for the design and construction of a public construction project.
- e) Multiple Projects Contract is a contract for a “project” which constitutes a grouping of minor or

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substantially similar construction, rehabilitation or renovation activities as defined in Section 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.

- f) NTPC means Notice to Professional Consultants, and denotes a document soliciting professional services which contains a description of the scope of services, technical certification requirements, contract measures established for the subject project, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- g) The word "Pre-Qualification" means a certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services, for firms serving as prime consultant or sub consultant, pursuant to Miami-Dade County professional services agreements. Pre-Qualification Certification is the consolidation of the various certification processes into one streamlined process. It includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits. The pre-qualification certification program is administered by the Department of Business Development (DBD).
- h) Project Specific Contract is a contract for professional services for work of a specified nature, study or planning activity.
- i) The words "Proposer", "Submitter" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.
- j) PSA refers to Professional Services Agreement.
- k) Respondent means a firm or team of firms, including those in a prime-sub relationship, submitting a proposal in response to a properly advertised Notice to Professional Consultants.

1.2 SCOPE OF SERVICES

The selected A/E consultant will perform design services for the pavement strengthening of Runway 9R/27L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of approximately 380,000 square yards of asphalt pavement milling, 510,000 square yards of asphalt pavement overlay and isolated areas of full depth pavement reconstruction. The project also includes adjustment and replacement of existing centerline and edge lights, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of this project. In order to not impact daytime airfield operations, nighttime construction will be the preferred method for the project. The estimated construction budget for this project is \$14,105,000.

Due to the operations sensitivity and scheduling constraints of this project, the selected A/E consultant will be expected to coordinate with the FAA and MDAD Airside Operations during the project's design and construction. This includes, but is not limited to, Issuance of Notice to Airmen (NOTAMS), evaluation of Part 77 Approach and Terminal Instrument Procedures (TERPS), approach and departure surface impacts, evaluate design of the aircraft object free clearance during construction and establish a runway lighting (i.e. threshold, hold bar, edge and centerline) adjustment sequence. The selected firm will provide:

- multiple maintenance of traffic schemes. These schemes must minimize the operational impact while maximizing construction productivity.
- technical recommendations on runway and taxiway pavement design issues. A quick turnaround time must be provided during the various design submittal stages in order to meet an aggressive schedule. The Consultant must have adequate staffing to meet the projects demands.
- timely resolution of any design and construction related issues. The selected firm is expected to demonstrate experience in the design and construction of runway projects of like magnitude at airports of similar traffic and airfield complexity.

1.3 TIMETABLE

The anticipated schedule for this solicitation and contract approval is as follows:

NTPC available for distribution: August 30, 2002
 Pre-Submittal Project Briefing: Thursday, September 12, 2002 at 10:00 A.M.
 Location: Stephen P. Clark Center, 111 NW 1st Street, Miami, 18th Floor, Conference Room 18-4
 Deadline for receipt of questions: September 17, 2002 at 5:00 P.M.
 Deadline for receipt of proposals: September 27, 2002 at 12:00 P.M. (Local Time)
 (See Section 2.5 for location)
 Selection Committee Introductory Meeting
 Date/Time: Wednesday, October 2, 2002 at 9:00 A.M.
 Location: Stephen P. Clark Center, 111 NW 1st Street, Miami, 13th Floor, Conference Room A
 First-Tier Selection meeting:
 Date/Time: Wednesday, October 30, 2002 at 9:00 A.M.
 Location: Stephen P. Clark Center, 111 NW 1st Street, Miami, 13th Floor, Conference Room A
 Second-Tier Selection process (if applicable):
 Date/Time: Wednesday, November 18, 2002 at 9:00 A.M.
 Location: Stephen P. Clark Center, 111 NW 1st Street, Miami, 18th Floor, Conference Room 18-2
 Projected Negotiations meeting:
 Date/Time: Wednesday, December 4, 2002 at 9:00 A.M.
 Location: Stephen P. Clark Center, 111 NW 1st Street, Miami, 13th Floor, Conference Room A
 Projected Award Date: January 2003

1.4 NTPC AVAILABILITY

A copy of the Notice To Professional Consultants (NTPC), forms and accompanying participation provisions (as applicable) may be obtained at the Vendor Information Center (VIC), located at 111 NW 1st Street, Lobby Level, Suite 112, Miami, FL 33128. The phone and fax numbers respectively for the VIC are (305) 375-5773 and (305) 372-6184. A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and have included an e-mail address in their vendor registration form. It will also be e-mailed to those that have vendor enrolled online. Additionally, those pre-qualified firms without an e-mail address will be mailed a solicitation notification. The NTPC and accompanying documents may be obtained on line at <http://www.co.miami-dade.fl.us/dpm>, at the following link "Solicitations On-Line."

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1.5 APPLICABLE LEGISLATION

The selected consultant will be required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

ORDINANCES

- 97-215--Office of the Inspector General
- 02-3--Cone of Silence
- 02-38--Local Preference

RESOLUTIONS

- R-1049-93--Affirmative Action Plan Furtherance and Compliance
- R-385-95--Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00
- R-516-96--Independent Private Sector Inspector General (IPSIG) Services
- R-744-00--Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.
- R-185-00--Domestic Violence Leave requirements are a condition of award

ADMINISTRATIVE ORDERS

- 3-20--Independent Private Sector Inspector General (IPSIG) Services
- 3-26--Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.
- 3-27--Cone of Silence
- 3-32--Community Business Enterprise Program
- 3-33--Acquisition of Professional Services
- 3-34--Formation and Performance of Selection Committee

Copies of the aforementioned Ordinances and Resolutions may be obtained at the Clerk of the Board's Office located at Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida.

For questions regarding the technical aspects of the services, technical certifications, Miami-Dade County's Affirmative Action Plan and pre-submittal project briefing, please follow the guidelines noted in the "Cone of Silence" section in this solicitation.

Pursuant to Administrative Order No. 3-31, effective February 4, 2001, please be advised that videotaping proceedings of the Selection or Negotiation Committee meetings, requires fourteen (14) business days advance notification of scheduled meeting to the Department of Procurement Management.

1.6 PRE-QUALIFICATION REQUIREMENTS

All firms properly licensed to provide engineering, architectural, landscape architectural, land surveying and, mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed with the Department of Business Development (DBD) a pre-qualification

package and have approved pre-qualification status from DBD, in accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-33 of Miami-Dade County, by the response deadline of this solicitation. Firms are required to maintain active pre-qualification status at the time of submittal of responses to this "Notice to Professional Consultants", at time of award, and throughout the duration of the contract.

PLEASE VERIFY EACH TEAM MEMBER HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

For questions regarding Miami-Dade County's pre-qualification requirements not in connection with this project, please contact Frederic Toney, Department of Business Development at (305) 349-5960.

1.7 TECHNICAL CERTIFICATION

4.01 Aviation Systems/Engineering Design (PRIME)

11.00 General Structural Engineering
16.00 General Civil Engineering

13.00 General Electrical Engineering
17.00 Engineering Construction Management

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". The **Prime Consultant** will be held responsible for the coordination of all work and must hold technical certification in **4.01 Aviation Systems/Engineering Design**. Joint ventures and association of firms shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, the individual is required to have the relevant certification(s). Individuals who are not technically certified will not be "allowed" to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For questions regarding Miami-Dade County's Technical Certification, that are not related to this project and Certification Committee meeting dates, please contact Jerry Borbolla, Public Works Department at (305) 375-1925.

1.8 CONTRACT MEASURE(S)

The contract may include participation provisions for Miami-Dade County Certified Business Enterprises (CBE) and/or Community Small Business Enterprises (CSBE) and/or Disadvantage Business Enterprise (DBE) as follows:

One (1) Agreement – 20% CBE Goal

Proposed participating CBE firms must have a valid Miami-Dade County CBE certification by the response deadline of this solicitation. If selected, participating CBE firms must have a valid CBE certification at the time of award of the contract and throughout the contract term(s). Proposers are advised that the CBE certification process takes approximately eight weeks to complete.

All required CBE documents included in the Participation Provisions Package, Exhibit "A" (attached), must be completed and submitted at the appropriate time. Failure to submit the required documentation may render the proposal non-responsive.

1.9 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP, RFQ or bid after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence prohibits any communication regarding RFPs, RFQs or bids between, among others:

- potential vendors, service providers, bidders, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff;
- potential vendors, service providers, bidders, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

Proposers or bidders must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of fax or e-mail, with a copy to the Clerk of the Board. The fax number for the Clerk of the Board is (305) 375-2484 and their e-mail is clerkbcc@miamidade.gov.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any RFP award, RFQ award or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers or bidders should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade

County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

The Consultant Coordinator for this solicitation is:

Name and Title: Rosemarie M. Wilson, A/E Consultant Selection Coordinator
Telephone: (305) 375-2660
Fax: (305) 375-1083
E-Mail: wilson@miamidade.gov

All questions in connection with this project shall be in writing and addressed to Ms. Rosemarie M. Wilson, Consultant Coordinator at 111 NW 1 Street, Suite 1375, Miami, FL 33128-1974, faxed to (305) 375-1083 or e-mailed to wilson@miamidade.gov. Copies of all requests must be filed with the Clerk of the Board and may be faxed to (305) 375-2484 or e-mailed to clerkbcc@miamidade.gov. Please be advised that the **deadline for receipt of written questions** in the manner previously described, shall be the end of the business day on **September 24, 2002**.

1.10 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-10.4 and 2-8.5 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local proposer. Local business means a proposer has a valid occupational license issued by Miami Dade County at least one year prior to bid or proposal submission to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. For architectural and engineering professional service solicitations, if two firms, one local and one non-local are within 5% of each other's ranking, the local firm will proceed to negotiations with the County. In the case of a two-tier evaluation process, the local preference shall also apply at the conclusion of the first-tier to allow eligible local proposers within 5% of the top ranked firms selected to advance to the second-tier evaluation to also participate in the second-tier review. Local preference is only applicable to the Prime firm. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations.

1.11 CONFIDENTIAL INFORMATION

The Proposer or Bidder shall not submit any information in response to this solicitation which the Proposer or Bidder considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder or Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid or proposal as protected or confidential, the County shall endeavor to redact and return that information to the Bidder or Proposer as quickly as possible, and if appropriate. The County will then evaluate the balance of the bid or proposal. The redaction or return of information pursuant to this clause may render a bid or proposal non-responsive.

SECTION 2.0 - PROPOSAL FORMAT

2.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Each proposal (original and copies), except for plans and schematics, if any, are to be submitted on 8 1/2" X 11" plain paper, individually bound pages. All documents and information must be fully completed and signed as required. Each proposal shall consist of but not limited to the completed forms and CBE/DBE/CSBE documentation as applicable. Each form shall be clearly identified. Please do not include company brochures. All respondents are strongly encouraged to implement the utilization of recycled paper and submit double-sided printed copies of their proposals. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

2.2 CONTENTS OF PROPOSAL

Every firm, whether a sole respondent, a prime consultant firm, or a subconsultant firm, **MUST BE RESPONSIVE** to **ALL** the items contained in the Forms listed below. Completed forms 1 through 7 and CBE/DBE/CSBE provisions, as applicable, shall be included in the proposal package. Teams of firms **MUST SUBMIT** the completed forms consisting of the following as applicable:

Form-1 Lobbyist Registration form shall be submitted listing all members of the presentation team who will be participating in the Oral Presentation(s).

Form-2 Team Composition/Table of Organization form shall include an organizational chart clearly identifying all the firms in the team and their assigned services in connection with this project along with their Miami-Dade County's Technical Certification categories, as appropriate. Additionally, indicate the ownership's ethnicity and gender.

Be advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), after the response deadline specified herein, **WILL NOT** be considered, **EXCEPT** upon good cause shown by the proposer and where the County determines that the proposer will not gain a competitive advantage over the other proposers.

Form-3 Technical Certification/Professional Resumes form shall include the specific technical certification category of professional services for each professional in connection with this project. Additionally, attach a full educational and experience resumes for each Florida registered professionals and other key individuals assigned to the proposed team(s).

Form-4 Relevant Experience/References shall be submitted providing information relevant to the firm's previous experience on similar type projects for your professional references. All firms [architectural, engineering (A&E) and non A&E], whether submitting as a prime or sub must complete form #4 in its entirety. Submit the requested information for three (3) projects performed within the past three (3) years on page 1 of form #4, which demonstrates experience similar to the requested services. The past three years is defined as 3 years prior to the submittal due date of this solicitation. Include the names of the firm(s), specify the type of contractual responsibilities between or among the firms, and identify qualified key individuals assigned to the

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proposed team.

If a firm has not performed similar projects to this solicitation, each firm is still required to submit three (3) references for projects performed within the last 3 years, which are to be included on page 1 of form #4. Furthermore, if your firm has not completed three (3) projects within the last three (3) years, then the firm shall state so on the form.

An additional two projects of similar scope that have been completed within the last ten years may also be included on page 2 of form #4. Additional, information may be attached to further expound upon your experience on these projects.

Please be advised DPM may choose to utilize only previous references submitted on prior solicitations combined with all past performance evaluations completed by Miami-Dade County personnel within the last 3 years.

Form-5 Work History Disclosure shall be completed for each firm, pertaining to work previously awarded and paid by Miami-Dade County and its agencies within the last three (3) years, from the date of submittal of this solicitation, including Design-Build projects as a prime consultant or subconsultant. **Each team member is required to submit a work history disclosure.**

If your firm has previously completed this Work History Disclosure for the Equitable Distribution Program you are required to submit an updated form only for the current year. If no work has been awarded or paid since the date of your last submittal indicate so by writing "None" in the appropriate areas.

Form-6 Local Business Preference Affidavit shall be completed by the proposers claiming a local office in Miami-Dade County. Proposers must complete the entire form, attach applicable documents, appropriately sign and notarize the Form, and include in the proposal submission. Local preference is only applicable to the Prime firm.

Form-7 Acknowledgment of Addenda

Exhibit A CBE provisions forms

Be advised that all appropriate participation provisions documents, as applicable must be completed and submitted as applicable. Please refer to the participation provisions package Exhibit A, attached for further instructions.

BE ADVISED THAT FAILURE TO PROVIDE THE INFORMATION REQUESTED BY THE RESPONSE DEADLINE SPECIFIED IN SECTION 2.2 MAY LEAD TO DISQUALIFICATION OF YOUR RESPONSE.

2.3 RESPONSE REQUIREMENTS

Interested firms **MUST SECURE THE required PRE-QUALIFICATION CERTIFICATION AND COMPLY WITH ALL** the stipulated requirements (Technical Certifications, Affirmative Action Plans, Contract Measures, etc., as applicable).

Respondents must choose between submitting as a prime consultant or sub consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

1. For Project Specific contracts: Consultants may only respond once as a prime or a sub consultant for a specific project, limited to participation on a single team. In the event of specific industry requirements, exceptions may be made by the County Manager or his/her designee.
2. For Multiple Projects contracts: Consultants may only respond once as a prime on a solicitation. Sub consultants may only participate on two teams responding to a solicitation.

The Prime consultant is required to indicate their preference of agreement either for the No-Measure, Measures or Set-Aside, as applicable, in their proposal.

Interested firms shall submit one original proposal and the required number of copies, within this solicitation.

IF A RESPONDENT IS IN VIOLATION OF ANY OF THE ABOVE CONDITIONS, THEN ALL AFFECTED PROPOSALS SHALL BE CONSIDERED NON-RESPONSIVE.

2.4 PRE-SUBMITTAL PROJECT BRIEFING

A pre-submittal project briefing for interested firms has been scheduled for Thursday, September 12, 2002 at the Stephen P. Clark Center, 111 NW 1st Street, Miami, 18th Floor, Conference Room 18-4. The purpose for the briefing is to provide a more detailed scope of the requested services, review the response requirements, and afford interested firms any necessary clarifications prior to the response deadline. While attendance **IS NOT** mandatory, interested parties **ARE ENCOURAGED** to attend. Proposers are encouraged to submit any questions in writing to the Consultant Coordinator **three (3) working days** in advance of the pre-submittal project briefing date (see Section 1.3).

2.5 SUBMITTAL REQUIREMENTS

Interested firms must submit their proposal in **SEALED ENVELOPES OR CONTAINERS**. All sealed envelopes and/or containers must clearly state on the envelope and/or container the name and number of the project, including the consultant's name, address and telephone number. Each sealed envelope or container shall include **ONE (1) ORIGINAL PROPOSAL AND SEVEN (7) BOUND COPIES**.

All sealed envelopes and containers shall be delivered to the following location:

**Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202
Miami, Florida 33128
Attention: Ms. Rosemarie M. Wilson
Re: Project No. E02-MDAD-05**

ALL SEALED ENVELOPES AND CONTAINERS MUST BE RECEIVED AT THE CLERK OF THE BOARD'S OFFICE BY 12:00 P.M., LOCAL TIME, SEPTEMBER 27, 2002. Please note that pursuant to §119.07(3)(m) of the Florida Statutes, all proposals received will become part of the public record ten (10) days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, over the other respondents, all submittals shall be delivered to the Clerk of the Board in Suite 17-202, not later than the response deadline. The Clerk of the Board will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. Following the response deadline, all submittals received before such time shall be opened and the names of the respondents and their proposed team members shall be read aloud.

Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence. **BE ADVISED THAT ANY AND ALL SEALED PROPOSAL ENVELOPES OR CONTAINERS RECEIVED AFTER THE SPECIFIED RESPONSE DEADLINE IN SECTION 2.5 SHALL NOT BE CONSIDERED.**

2.6 POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

2.7 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

SECTION 3.0 - EVALUATION/SELECTION PROCESS

3.1 INTRODUCTION

The proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

3.2 SELECTION PROCESS

Proposals will be evaluated based on a two-tier selection process in accordance with the guidelines established in A.O. 3-33. A summary of the evaluation process to be used in this solicitation is set forth below.

3.3 PROPOSAL EVALUATION

The Evaluation/Selection Committee will evaluate responsive proposals based on the criteria listed below.

A proposer may receive the maximum points (100 points) or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

First-Tier Selection

<u>Criteria</u>	<u>Max. Points</u>
1. Qualifications of proposed team members	45
2. Past performance of the firm	35
3. Amount of work awarded and paid by Miami-Dade County within the last three (3) years	20

Second-Tier Selection

<u>Criteria</u>	<u>Max. Points</u>
1. Qualifications of proposed team members	25
2. Knowledge of Project Scope	35
3. Past performance	20
4. Amount of work awarded and paid by Miami-Dade County within the last three (3) years	20

FIRST-TIER EVALUATION

Past Performance

Past performance shall be evaluated based on the information received from the three (3) professional references required from each consultant, for work performed within a three-year period, and similar to the scope of services requested in the solicitation. This information will be acquired via e-mail and/or a telephone survey conducted by RatingSource, Inc. from the references identified in the proposal. Specific questions concerning performance, deliverables and responsiveness will be evaluated based on a scale of 1 through 10 (10 being the highest). The selection committee will review RatingSource's scale and assign point values, but Rating Source's scale will not be the sole determining factor of points to be allocated under this category. The selection committee shall assign a point value for each team utilizing the following range of points for the first-tier evaluation process:

Maximum of 35 points for past performance

<u>Rating</u>	<u>Score</u>
UNACCEPTABLE	0-11 Points
ACCEPTABLE	12-24 Points
SUPERIOR	25-35 Points

Amount of work awarded and paid by Miami-Dade County

The amount of monies awarded and paid will be evaluated based on the amount of work awarded and paid by Miami-Dade County within the last three (3) years from the submittal date of a specific solicitation.

PRIME @ 60%

The maximum amount of 20 points for each team has been divided into 10 points for the total dollars awarded and 10 points for the amount paid to date.(a 50% / 50% split). Sixty percent (60%) of the points have been assigned for the Prime, for a total of 12 points. The maximum of six (6) points will be for the total dollars awarded and six (6) points for the amount paid to date in accordance with the tables below.

SUBCONSULTANTS @ 40%

The maximum amount of 20 points for the amount of monies awarded and paid to date for each team has been divided into 10 points for the total dollars awarded and 10 points for the amount paid to date in the last 3 years (a 50% / 50% split). Forty percent (40%) of the maximum amount of points has been assigned for the Subconsultants, for a total of eight (8) points. The maximum of four (4) points will be for total dollars awarded and four (4) points for the amount paid. The subconsultants' dollar value for awarded and paid per team shall be summed up to determine the point value utilizing the scale below for each team.

FIRST AND SECOND TIER CRITERIA VOLUME OF WORK AWARDED AND PAID WITH ASSOCIATED POINTS
--

For a Team	Prime (P)	Prime (P)	All Subs	All Subs
Range of sum Amounts	Awarded Amount	Paid Amount	Awarded Amount	Paid Amount
< \$1,000,000	6	6	4	4
< \$2,000,000	5	5	3	3
< \$3,000,000	4	4	3	3
< \$4,000,000	3	3	2	2
< \$5,000,000	2	2	1	1
< \$6,000,000	1	1	1	1
> or = \$6,000,000	0	0	0	0

The calculations for the amount of work awarded and paid category shall be calculated based on the following example:

AWARDED

PAID

PRIME

\$5,000,000

\$1,500,000

SUBCONSULTANTS

SUB 1

\$3,000,000

\$1,750,000

SUB 2

\$1,450,000

\$775,000

SUB 3

\$500,000

\$80,000

\$4,950,000

\$2,605,000 TOTAL

UTILIZING THE AWARDED AMOUNTS ONLY, REFER TO SLIDING SCALE TO DETERMINE AMOUNT OF POINTS, EXAMPLE:

AWARDED

PRIME \$5,000,000 = 1 POINT

SUBCONSULTANTS = \$4,950,000 = 1 POINT

PAID

PRIME: \$1,500,000 = 5 POINTS

SUBCONSULTANTS: \$2,605,000 = 3 POINTS

The total point value for the team would be:

1 + 1 + 5 + 3 = 10 TOTAL POINTS FOR THE TEAM

POINT VALUES FOR DOLLARS AWARDED AND PAID WHEN FIRM SUBMITTING AS PRIME (SOLE RESPONDENT) ONLY.

When a firm submitting as a Prime (Sole Respondent) without subconsultants, point values will be calculated for the Prime using the sixty percent (60%) / forty percent (40%) split as indicated in the charts above. Utilizing the sixty percent (60%), the maximum amount of six (6) points will be for the total dollars awarded and the other six (6) points for the amount paid to date, for a total of twelve (12) points. An additional four (4) points (fifty percent (50%) of the remaining 8 points) will be added to the total points calculated for the amount of dollars awarded and paid.

AWARDED

PAID

PRIME

\$5,000,000

\$1,500,000

UTILIZING THE SLIDING SCALE

Awarded: 1 Point

PAID: 5 POINTS

TOTAL POINT VALUE FOR PRIME: 1 + 5 + 4* = 10

***The Sole Respondent will receive fifty percent (50%) of the remaining eight (8) points for a total of four (4) points.**

For the second-tier Selection, the past performance score (points) received during the first-tier evaluation will be mathematically calculated based on an equivalence from the direct transfer of the points assigned in the First-Tier selection.

The score for the amount of work awarded and paid category for the second-tier Selection shall be based on the point values received in the first-tier Selection. A mathematical equivalency for the 20 points will be calculated and provided to the selection committee members, as follows:

Example: $30 \text{ points} / 35 \text{ points} = X / 20 \text{ points}$ $X = 17.14 \text{ points} = 17 \text{ points}$
 $26 \text{ points} / 35 \text{ points} = X / 20 \text{ points}$ $X = 14.85 \text{ points} = 15 \text{ points}$

SECOND-TIER and OVERALL RANKING

The Evaluation/Selection Committee members will determine the overall ranking by adding all of the evaluation scores from the criteria set forth in Section 3.3 via written ballot to the consultant coordinator. The consultant coordinator shall record the totals for each respondent and read the information into the record. The Committee will short-list at the first-tier Selection meeting the three (3) highest ranked proposals, or a maximum of 15% of all responsive proposals, per agreement, whichever is highest, and recommend to proceed to the second-tier selection (oral presentation), or make a final recommendation to the County Manager that a contract be negotiated with the highest ranked responsive and responsible proposer, except as provided for in Section 1.10,, Local Preference. Upon concurrence of the County Manager, the County shall enter into negotiations with the recommended Proposer.

If the Evaluation /Selection Committee members choose to proceed to the second-tier, the equivalent first-tier point values for the previous county work and past performance evaluations will be automatically transferred to the second-tier scores for each team. The remaining two categories qualifications of team members (25 points) and knowledge of project scope (35 points) point values will be assigned by the Evaluation/Selection Committee members. The Evaluation/Selection Committee members will make it's final recommendation to the County Manager that a contract be negotiated with the highest ranked responsive and responsible proposer, except as provided for in Section 1.10, Local Preference. Upon concurrence of the County Manager, the County shall enter into negotiations with the recommended Proposer.

LOBBYIST REGISTRATION FOR ORAL PRESENTATION

1. PROJECT TITLE: MIA Runway 9R/27L Pavement Strengthening
2. PROJECT NO.: E02-MDAD-05 DEPARTMENT: Miami-Dade Aviation Department
3. FIRM/PROPOSER'S NAME: _____

ADDRESS: _____ ZIP: _____

BUSINESS TELEPHONE: () _____ FAX: () _____

4. List All Members of Presentation Team Who Will Participate in the Oral Presentation

NAME	TITLE	EMPLOYED BY	TELEPHONE NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL COPIES OF THIS SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to address the County Commission, a County board or County committee concerning any action, decision or recommendation of County personnel regarding this solicitation **MUST** register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

STATE OF _____

(Name and Title of Signatory, Printed or Typed)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

By _____, a _____,
(Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

who is personally known to me or who has produced _____
as identification, and who did/did not take an oath.

(Signature of Notary Public Taking Acknowledgment)

(Name of acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

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FORM NO. 2

TEAM COMPOSITION/TABLE OF ORGANIZATION

PROJECT NO.: E02-MDAD-05

DEPARTMENT: Miami-Dade Aviation Department

PROJECT TITLE: MIA Runway 9R/27L Pavement Strengthening

NOTE: CHANGES TO THE PROPOSED TEAM COMPOSITION, ADDING, DELETING OR REPLACING A FIRM(S) OR INDIVIDUAL SUBCONSULTANT(S) AFTER THE SUBMITTAL DEADLINE SPECIFIED HEREIN, WILL NOT BE CONSIDERED, EXCEPT UPON GOOD CAUSE SHOWN BY THE PROPOSER AND WHERE THE COUNTY DETERMINES THAT THE PROPOSER WILL NOT GAIN A COMPETITIVE ADVANTAGE OVER THE OTHER PROPOSERS.

Include an organizational chart clearly identifying all the firms in the team and their assigned services in connection with this project and include their Miami-Dade County's technical Certification categories.

OWNERSHIP INFORMATION*
ETHNICITY GENDER

FIRM NAME

ADDRESS

PRIME:

Street

City

State Zip Code

SUBCONSULTANT(S):

Street

City

State Zip Code

Street

City

State Zip Code

* A firm is considered Non-Hispanic White, Black, Hispanic or other owned, if it is at least fifty-one percent (51%) owned by Non-Hispanic Whites, Blacks, Hispanics or Others.

Name of Firm (Prime)

Signature

Date

Name of Principal

FORM NO. 4

RELEVANT PROJECT EXPERIENCE / REFERENCES

PROJECT NO.: E05-MDAD-05
 DEPARTMENT: Miami-Dade Aviation Department
 PROJECT TITLE: MIA Runway 9L/27R Pavement Strengthening

Consultant Name and FEIN
 Company Type
 Company Address
 City, State, Zip
 Contact Name
 Contact Title
 Contact Phone
 Contact Fax
 Contact Email

List three (3) projects which have been performed within the past three (3) years and containing the following information:

Project/Reference #1	Project/Reference #2	Project/Reference #3
Project Type*		
Project Name		
Project Address		
City, State, Zip		
Contact Name		
Contact Title		
Contact Phone		
Contact Fax		
Contact Email		
Project Start Date		
Project Completion Date		
Project Budget Amount		
Project Actual Cost		
Project Fee		
Firm's responsibility on Project		
Project Description		
Name of Key Personnel Involved in the Project		

A firm may submit two (2) additional projects performed within the last ten (10) years which demonstrate experience similar to the requested services. Please provide this information on Page 2 of this Form.

Legend:
 *Company/Project Type: Architectural, Engineering, Construction or Other
 FEIN - Federal Employer ID Number

RELEVANT PROJECT EXPERIENCE / REFERENCES

PROJECT NO.:

DEPARTMENT:

PROJECT TITLE:

Consultant Name
and FEIN

Company Type

Company Address

City, State, Zip

Contact Name

Contact Title

Contact Phone

Contact Fax

Contact Email

A firm may list two (2) additional projects performed within the last ten (10) years which demonstrate experience similar to the requested services. If not applicable, please indicate "N/A".

Project/Reference #4

Project/Reference #5

Project Type*

Project Name

Project Address

City, State, Zip

Contact Name

Contact Title

Contact Phone

Contact Fax

Contact Email

Project Start Date

Project Completion Date

Project Budget Amount

Project Actual Cost

Project Fee

Firm's responsibility on

Project

Project Description

Name of Key Personnel
Involved in the Project

Name of Firm (Prime)

Name of Principal

Legend:

Signature

Date

*Company/Project Type: Architectural, Engineering, Construction or Other


Firm's Federal Employer ID Number



(DOLLARS RECEIVED ON MIAMI-DADE COUNTY PROJECTS AS PRIME AND SUB)

NAME OF FIRM:

FEDERAL EMPLOYEE ID. NUMBER:

Years	Date of PSA	Acting As			Project Number	Title of Project		Award Amount	Paid Amount
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
1999		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
<div style="text-align: center;">  SUB-TOTAL FROM ATTACHED SHEETS </div>									
						1999 YEAR TOTAL			
2000		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
		Prime	<input type="checkbox"/>	Sub	<input type="checkbox"/>				
<div style="text-align: center;"> SUB-TOTAL FROM ATTACHED SHEETS </div>									

FORM NO. 6

LOCAL BUSINESS PREFERENCE AFFIDAVIT

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for a local business preference in accordance with Miami-Dade County Ordinance 02-38 amending Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, defining local business preference. Local business means the proposer, has a valid occupational license issued by Miami-Dade County at least one year prior to bid or proposal submission to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the proposer operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

In order for Proposers to be considered for local preference, the proposal submission must present all information requested by the County in this Firm Data Sheet.

Place of Business (Local Office)

Proposers claiming a local office in Miami-Dade County must complete all pages of this form, attach applicable documents, appropriately sign and notarize this Form, and include this completed Form with applicable documents in their proposal submission.

Response to Miami-Dade County Request for Local Business Preference

The following information is required from the Proposer (prime contractor or prime consultant) in order to be considered for local preference:

1. Does the Proposer have a Miami-Dade County Occupational License that authorizes the business to provide the goods, services or construction to be purchased? (Check one)

_____ Yes _____ No

If "Yes", proceed to item 2 below. If "No," please go to item 6 below.

2. Does the Proposer have a physical business address located within the limits of Miami-Dade County, Florida from which the Proposer operates or performs business? (Check one)

_____ Yes _____ No

If "Yes", proceed to item 3 below. If "No," please go to item 6 below.

3. If the answer to Question 2 is "Yes", state the physical business address, city and zip below. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

4. **Submit proof of occupancy** of the Miami-Dade County location identified in item "3 above. If a proposer is leasing space from another company, a copy of the lease or an affidavit from the lessor must be submitted.

5. **Submit a copy of the Miami-Dade County Occupational License for the past two years** that authorizes the business to provide the goods, services or construction to be purchased.

6. Complete the following:

Proposer: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM NO. 7

ACKNOWLEDGEMENT OF ADDENDA

PROJECT NO.: E02-MDAD-05

DEPARTMENT: Miami-Dade Aviation Department

PROJECT TITLE: MIA Runway 9R/27L Pavement Strengthening

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Federal Employer Identification Number: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF BUSINESS DEVELOPMENT

COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING
PROFESSIONAL SERVICES
(CBE-A/E)

(ORDINANCE 01-103 AND A.O. 3-32)

PARTICIPATION PROVISIONS

There are two (2) Contract Measures:
Set-Aside and Subconsultant Goal

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

Set-Aside

Subcontractor Goal

DEPARTMENT OF BUSINESS DEVELOPMENT
175 N.W. 1 AVENUE, 28th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915

FEBRUARY 2002

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Ordinance 01-103 and Administrative Order 3-32 can be obtained from the Clerk of the Board located at the Stephen P. Clark Building, 111 N.W. 1 Street, Suite 17-202, Miami, Florida.

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions".

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.
7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

8. Community Business Enterprise (CBE-A/E) means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars. A CBE-A/E will graduate out of the Program once it has exceeded these size limits based on its three-year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CBE-A/E where the aggregate net worth of all of its owners is more than seven hundred fifty thousand (\$750,000) dollars. Representations as to gross revenues and net worth of owners shall be subject to audit.
9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
11. DBD means Miami-Dade County Department of Business Development.
12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.
14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:
 - a. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
 - b. An individual or corporation in compliance with the following two

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requirements:

- i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
15. DPM means Miami-Dade County Department of Procurement Management.
16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.
18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103.
20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.
21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.
22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative action plan certification, and vendor registration and affidavit execution, into one

application process.

24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.
26. Prompt Payment is the intent of the County that all firms providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
 - a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.
 - b. The Department of Business Development may investigate reported instances of late payments to CBE-A/Es.
 - c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.
28. Proposer means any firm that submits a proposal to provide professional services.
29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.
30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.
31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County

agreement to which Ordinance 01-103, Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether CBE-A/E measures should be applied.

32. Set-aside means reservation for competition solely among CBE-A/Es of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.
33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to CBE-A/Es to perform a commercially useful function.
34. Suspension means temporary debarment for a period not to exceed two (2) years.
35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical categories for a maximum of three (3) years.

B. GENERAL INFORMATION

Except where federal or state laws or regulations mandate to the contrary, these Provisions shall require the review of all project specific contracts, design-build contracts and multiple contracts for architecture, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds to determine the appropriateness of applying measures as set forth in Ordinance 01-103 and Administrative Order 3-32.

These Provisions shall apply to all departments and agencies of the County, Fire and the Public Health Trust. These Provisions shall apply to every agreement to which a CBE-A/E set-aside or subconsultant goal is applied. The phrase "CBE-A/E contract measure(s)" means to apply the contract measure to this agreement as indicated on the cover sheet. Only the contract measure in the CBE-A/E program indicated on the cover sheet apply.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 and Administrative Order 3-32, respectively.
2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the

Compliance Monitor at the Department of Business Development (DBD), 175 N.W. 1 Avenue, 28th Floor, Miami, Florida 33128 or by telephone (305) 349-5960, facsimile (305) 349-5915.

C. CERTIFICATION

1. DBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. DBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.
2. Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Business Development at 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915. A copy of the certification application and list are also available on DBD's Web Page through Miami-Dade County's Internet Portal at <http://www.co.miami-dade.fl.us/dbd/>.
3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by DBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

Only joint ventures approved by DBD in accordance with Administrative Order 3-32 are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;

4. An explanation of how the profits and/or losses will be distributed;
5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

Project specific and multiple project agreements for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for the application of agreement set-asides or subconsultant goals on such purchases.

1. Set-Aside Agreements

a. Respondent's Responsibilities for Agreement Set-Asides:

- i. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from DBD.
- ii. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- iii. Respondents on agreement set-asides must submit a completed "Set-Aside List of Subconsultants" (Form CBE 104) at the time of proposal submission. Respondents who fail to submit the Set-Aside List of Subconsultants shall be considered non-responsive.
- iv. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage

miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall be considered non-responsive.

- b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:
 - i. Submission of a Set-Aside List of Subconsultants of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
 - ii. After proposal submission due date, deviations from the Set-Aside List of Subconsultants without the written approval of the Compliance Monitor;
 - iii. The utilization of a non-certified CBE-A/E;
 - iv. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - v. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - vi. Failure to submit "Monthly Utilization Reports" (Form CBE M-200);
 - vii. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - viii. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - ix. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Set-Aside List of Subconsultants."

2. Subconsultant Goals

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form.

- a. Respondent's Responsibilities for Subconsultant Goals:
 - i. Respondents must submit a completed Schedule of Participation (Form CBE 101) at the time of proposal submission identifying all CBE-A/Es to

be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work. The Schedule of Participation constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E s listed are qualified and available to perform as specified. The Schedule of Participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Schedule of Participation.

- ii. Respondents who fail to submit the required Schedule of Participation at the time of proposal submission shall be considered non-responsive.
- iii. Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- iv. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.
- v. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD;
 - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD; and

- (5) Only expenditures to CBE-A/Es made under a written subconsultant agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.
- vi. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall be considered non-responsive.
- vii. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:
- (1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with DBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive,

the prime consultant must furnish DBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

- b. Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 2. (a.) (vi.) above, are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:
 - i. The utilization of a non-certified CBE-A/E;
 - ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;
 - iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - v. Failure to submit monthly utilization reports;
 - vi. Deviations from the Schedule of Participation without prior approval from DBD;
 - vii. Termination of the CBE-A/E's agreement without prior approval from DBD;
 - viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from DBD;
 - ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation.
- c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:
 - i. DBD shall review the Schedules of Participation, Letters of Intent, and Unavailability Certificates to determine compliance with the agreement

set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending that the Contracting Officer determine non-compliance. This written recommendation shall be forwarded to the respondent and the Contracting Officer.

- ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in these Provisions.

G. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Prime Consultant Responsibilities

- a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.
- b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.
- c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform DBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7)

calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

- d. Failure of the prime consultant to comply with the applicable requirements of Section (G)(1)(c) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

2. County Responsibilities

- a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.
- b. DBD may investigate reported instances of late payment to CBE-A/Es.

3. Finance Department Responsibilities

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County, Fire, or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review

- a. The Compliance Monitor shall review respondent's submission for compliance with these Provisions on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
- b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the

notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Participation and Letter of Intent will be accepted.

- c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
- d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Participation and Letter of Intent will be accepted.
- e. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
- g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
- h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.
- i. Miami-Dade County shall not award an agreement to any respondent which,

in its determination, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any respondent from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Schedule of Participation or Set-Aside List of Subconsultants. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligation, whichever comes last, or for one year after the expiration of CBE-A/E certification.

c. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a

Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

- e. Deviations from the Schedule of Participation or Set-Aside List of Subconsultants
 - i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Schedule of Participation, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from DBD by submitting a request in writing addressed to the Director of DBD through the Contracting Officer. The request must include a revised Schedule of Participation to include the substitute CBE-A/E and a Letter of Intent from the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
 - ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:
 - (1) Termination of a CBE-A/E's subconsultant agreement;

- (2) Reduction in the scope of work to be performed by a CBE-A/E;
- (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
- (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by these Provisions the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below apply to this paragraph.

v. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (vi.) below apply to this paragraph.

vi. Alternative Subconsultant Agreements:

- (1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.
- (2) The Successful Respondent must submit to the Compliance Officer a revised Schedule of Participation or Set-Aside List of Subconsultants and Letter of Intent to include the substitute CBE-A/E.
- (3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- (4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- (5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
4. Termination, suspension, or cancellation of the agreement in whole or part;
5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for DBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Monthly Utilization Report and determine if the respondent has met the CBE-A/E measures.
 - b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question.

The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

- d. The respondent must respond to DBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
- e. The compliance monitor will review the plan for approval.
- f. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Schedule of Participation and Letter(s) of Intent for the CBE-A/E firm(s) that will be utilized in making up the deficit.
- g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
- h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

- i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a final as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- iv. Failure to submit monthly utilization reports;
- v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- vi. Failure to maintain certification;
- vii. Deviations from the Schedule of Participation without prior approval from DBD;

- viii. Termination of the CBE-A/E's agreement without prior approval from DBD;
- ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from DBD;
- x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
- xi. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

- a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.
- b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

- 1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.
- 2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting

forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of DBD within thirty (30) days of receipt of the notice.
4. DBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager .
5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

L. APPENDICES

1. Forms

- a. Schedule of Participation (CBE 101)
- b. Letter of Intent (CBE 102)
- c. Certificate of Unavailability (CBE 103)
- d. Set-Aside List of Subcontractors (CBE 104)
- e. Monthly Utilization Report (CBE M-200)

SCHEDULE OF PARTICIPATION COMMUNITY BUSINESS ENTERPRISE FOR A/E PROFESSIONAL SERVICES

Name of Prime Consultant

Project No.

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Schedule of Participation (CBE 101) in the proposal document at the time of proposal submittal. In addition, all Prime Consultants must include the Letters of Intent (CBE 102) in the proposal document for all CBE-A/E subconsultants that will be utilized on the project; or the Prime Consultant may submit the Letters of Intent for the Contracting Officer by 4:00 p.m. on the second business day following proposal opening. The portion of the work to be performed by the CBE-A/E member of a joint venture is to be set forth in detail separately from the work to be performed by the non-CBE-A/E member of the joint venture.

Name of Prime Consultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed by Prime Consultant	% of Proposal

[illegible]

To be completed by the Prime Consultant

I certify that the representations contained in this Schedule of Participation are to be best of my knowledge true and accurate.

Check box if Unavailability Certificates are or will be provided in lieu of or in addition to this Schedule of Participation to demonstrate the lack of availability.

Signature

Date _____

Print Name _____

Title

Name of CEO or President

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title

of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Form of proposal sought

Signature

Print Name

Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

I am aware that Miami-Dade County Administrative Order provide that: "Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification.

Signature

DBD Certification Number

Print Name

Expiration Date

Title

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**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: _____
Name of Prime Consultant

CONTRACT NAME: _____

CONTRACT NO.: _____

The undersigned holds DBD Certification No. _____, expiring on _____
Federal Employer Identification No. _____

The undersigned intends to perform the following work in connection with the above contract:

Item No.	Scope - Description of Work Items	Percentage Amount
Total		

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subconsultant Signature _____

_____ Date

Print Name _____

Title _____

Name of CBE Firm

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Set-Aside List of Subconsultants in the proposal document at the time of proposal submission. In addition, all Prime Consultants must include Letters of Intent (CBE 102) in the proposal documents for all CBE-A/E subconsultants that will be utilized on this project; or the Prime Consultant may submit Letters of Intent to the Contracting Officer by 4:00 p.m. on the second day following proposal submission.

Name of Proposer _____
 Location _____
 Project Number _____

[illegible]

To be completed by the Prime Consultant.

I certify that the representations contained in this Set-Aside List of Subconsultants are to the best of my knowledge true and accurate.

CP.

Prime Signature	Prime Name (Print)	Prime Title (Print)	Date

☐ Check if Certificates of Unavailability are included in addition to this Set-Aside List of Subconsultants to demonstrate lack of availability of CBE-A/E subconsultants.

Successful proposer on projects with subconsultant goals must file this report. Failure to comply may result in Miami-Dade County commencing proceedings to impose sanctions on the successful proposer, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of contract, and the denial to participate in any future contracts awarded by Miami-Dade County.

[illegible]

Amount Requisitioned for CBE-A/E Subconsultants this Period: \$ _____

Total Amount Requisitioned for CBE-A/E Subconsultants to date: \$ _____

Authorized Signature _____

Company _____

Date _____

Title _____

Telephone _____

Page _____ of _____

**CIVIL PROJECT
SPECIFIC SERVICES AGREEMENT
(NON-EXCLUSIVE)**

AGREEMENT

made as of the _____ day of _____ in the year 2004

Between the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Architect/Engineer: **Williams, Hatfield and Stoner, Inc.**
d/b/a TetraTech WHS
4601 Ponce de Leon Boulevard, Suite 220
Coral Gables, FL 33146
Phone: (305) 663-5777
Facsimile: (305) 663-5781

which term shall include its officials, successors, legal representatives, and assigns.

For the Project: **MIA Runway 9R/27L Pavement Strengthening,**
Project No. E02-MDAD-05/H024B-1

This project provides the pavement strengthening for Runway 9R/27L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of approximately 380,000 square yards of asphalt pavement milling, 510,000 square yards of asphalt pavement overlay and isolated areas of full depth pavement reconstruction. The project also includes adjustment and replacement of existing centerline and edge lights, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of the project. Night time construction will be the preferred method for the project. Consequently, day time airfield operations will not be impacted.

The full scope of the Project for which services are to be performed under this Agreement is contained in the Runway 9R-27L Pavement Strengthening Project Book dated February 2002 and in Article 9 of this Agreement.

MIA Runway 9R/27L Pavement Strengthening,
E02-MDAD-05/H024B-1

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ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) which may be included in the Contract Documents for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract Documents, or for construction changes, for adjustments of quantities for unit price work items, or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Architect/Engineer.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **ARCHITECT/ENGINEER (A/E):** The named entity on page 1 of this Agreement.
- 1.7 Not Used
- 1.8 **BASIC SERVICES:** Those services, which the Architect/Engineer shall perform in accordance with the terms of the Agreement as, directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services

- 1.9 **BASIC SERVICES FEE:** The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.
- 1.10 **CAPITAL PROJECT FACT SHEET:** An estimate of the cost for the entire Project, including Construction Cost, Soft Costs, Allowance Account, etc., prepared by the Owner and used as a basis for the Owner's financial planning. The Capital Project Fact Sheet may be amended from time to time by the Owner at the Owner's sole discretion.
- 1.11 **CHANGE ORDER:** A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.12 **COMMUNITY BUSINESS ENTERPRISE (CBE-A/E):** A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars.
- 1.13 **CONSTRUCTABILITY:** The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives
- 1.14 **CONSTRUCTION COST:** Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.15 **CONTRACT DOCUMENTS:** The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the contracts documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.16 **CONTRACTOR:** The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.17 **DEFECT(S):** Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

- 1.18 **DELIVERABLES REQUIREMENTS MANUAL:** A manual provided by the Owner which prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.19 **DESIGN DELIVERABLES:** Deliverables to be presented and Services to be performed by the Architect/Engineer at various phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures is based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.
- 1.20 **DESIGN GUIDELINES MANUAL:** A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other design professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.21 **DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP):** A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer and approved by the Project Manager prior to the issuance of the initial Service Order.
- 1.22 **DIRECT SALARIES:** Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.23 **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.24 **EQUAL EMPLOYMENT OPPORTUNITY:** Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.25 **FIELD REPRESENTATIVE:** An authorized representative of the Owner providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.

- 1.26 **FIXED LUMP SUM:** A basis for compensation of the Architect/Engineer for Services performed.
- 1.27 **LIFE-CYCLE COSTING:** The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.28 **MIAMI-DADE AVIATION DEPARTMENT (MDAD):** A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his/her Designee(s).
- 1.29 **MULTIPLE OF DIRECT SALARIES:** A basis for compensation of the Architect/Engineer for Services performed.
- 1.30 **NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.
- 1.31 **OWNER:** Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department; and Water & Sewer or their successors.
- 1.32 **PERIOD OF CONTRACT ADMINISTRATION:** Work Related Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.
- 1.33 **PHASE:** The portion of the Basic Services that may be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

Phase 1	-	Program Verification
Phase 2	-	Design Development - NOT USED
Phase 3A	-	30% Contract Documents
Phase 3B	-	75% Contract Documents
Phase 3C	-	100% Contract Documents
Phase 3D	-	Bid Documents
Phase 4	-	Bidding & Award of Contract

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- 1.34 **PLANS:** The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are part of the Contract Documents.
- 1.35 **PROBABLE CONSTRUCTION COST:** The latest approved written estimate of Construction Cost broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.36 **PROFESSIONAL CONSTRUCTION ESTIMATOR:** An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost
- 1.37 **PROGRAM:** The initial description of a Project which comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Book and furnished to the Architect/Engineer.
- 1.38 **PROJECT:** Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.39 **PROJECT BUDGET:** Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.40 **PROJECT ELEMENT:** A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.
- 1.41 **PROJECT MANAGER (PM):** An individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.42 **PUNCH LIST:** A running list of defects in the Work as determined by the architect / engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of final acceptance.

- 1.43 **RECORD DRAWINGS (AS-BUILT DRAWINGS):** Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant, based on marked-up as-built prints, drawings and other data furnished by the Contractor.
- 1.44 **REIMBURSABLE EXPENSES:** Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.
- 1.45 **REVIEW SET:** A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.46 **SERVICE ORDER:** A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services and containing the scope, time of completion and total compensation for the services authorized, or to stop the performance of such Services.
- 1.47 **SERVICES:** All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.
- 1.48 **SOFT COSTS:** Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.
- 1.49 **SUB-CONSULTANT:** An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.50 **SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. At this

stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.

- 1.51 **USER:** Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies excluding agencies of the Owner that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.52 **USER REVIEW:** A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.
- 1.53 **VALUE ANALYSIS (VA):** The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.54 **WORK:** All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.55 **WORK ORDER:** A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.56 **WORK RELATED SERVICES:** Those optional portions of the Services which the Architect/Engineer may perform in accordance with the terms of this Agreement when directed and authorized by a Service Order.
- 1.57 **WORK SEQUENCING AND STAGING PLAN:** Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction.

- 1.58 **WORK-SITE SERVICES:** Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

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ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Architect/Engineer the following information not later than forty five (45) days from the issuance of the Service Order for Phase 1.

- Project Book
- Survey
- Geotechnical Testing
- Material Testing
- Environmental Oversight

- 2.2 **OBLIGATION OF THE ARCHITECT/ENGINEER:** The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

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ARTICLE 3

GENERAL PROVISIONS

- 3.1 **INDEMNIFICATION AND HOLD HARMLESS:** Pursuant to Section 725.08 Fla. Stat., the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- 3.2 **INSURANCE:** The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Architect/Engineer shall maintain required insurance coverage(s) for the full term of this Agreement or for such longer period(s) as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "V" as to strength, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by Miami-Dade Aviation Department Risk Management.
- 3.2.1 **Certificate of Insurance:** The Architect/Engineer shall furnish certificates of all required insurance to the Owner for approval as may be required by Miami-Dade Aviation Department Risk Management. The Certificates shall clearly indicate that the Architect/ Engineer has obtained insurance of the types, amounts and classifications required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Miami-Dade Aviation Department Risk Management.
- 3.2.2 **Automobile Liability Insurance:** The Architect/Engineer shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services in amounts not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage liability. Only company owned vehicles or company-leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the Architect/Engineer of the Report of Contract Completion.
- 3.2.3 **Professional Liability Insurance:** The Architect/Engineer shall maintain at its sole cost Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000 per claim providing for all sums which the Architect/Engineer shall

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be legally obligated to pay as damages for claims arising out of the Services performed by the Architect/Engineer or any person or firm employed by him in connection with this Agreement. This insurance shall be maintained for one year after completion and acceptance by the Owner of the Services performed pursuant to this Agreement. At the option of the Owner, the Architect/Engineer will provide Project Professional Liability Insurance in the amount of \$1,000,000 per claim to last the life of the Project plus three (3) years. Any premium differentials resulting from this option will be reimbursed to the Architect/Engineer in accordance with the article "Reimbursable Expenses" of this Agreement.

- 3.2.4 **Workers Compensation:** The Architect/Engineer shall maintain Worker's Compensation Insurance in compliance with Florida Statutes Chapter 440.
- 3.2.5 **Comprehensive General Liability Insurance:** The Architect/Engineer shall maintain Comprehensive General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage must be endorsed to provide contractual liability. Miami-Dade County shall be named as an additional insured.
- 3.2.6 **Right to Examine:** The Owner reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Architect/Engineer agrees to permit such inspection at the offices of the Owner.
- 3.2.7 **Compliance:** Compliance with the requirement of this Article shall not relieve the Architect/Engineer of its liability under any other portion of this Agreement or any other agreement between the Owner and the Architect/Engineer.
- 3.3 **ASSIGNMENT:** The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.5 **SUB-CONSULTANTS:** All services provided by the Sub-consultants shall be consistent with those commitments made by the Architect/Engineer during the selection process and

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interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-consultants that shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

The Architect/Engineer shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Architect/Engineer stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the Services performed by the Sub-consultant from the Architect/Engineer to the Owner. The Architect/Engineer shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Architect/Engineer.

- 3.6 **TERM OF AGREEMENT:** The term of this Agreement shall be four (4) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

- 3.7 **TERMINATION OF AGREEMENT:** This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

- 3.7.1 **Owner's Termination for Cause:** The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Architect/Engineer violates any provisions of this Agreement, or performs same in

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bad faith, or unreasonably delays the performance of the Services. Such written notice to the Architect/Engineer shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Architect/Engineer shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 3.7.2 **Owner's Termination for Convenience:** The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 **Architect/Engineer's Termination for Cause:** The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services."
- 3.7.4 **Implementation of Termination:** In the event of termination either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;
6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation For Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services."

3.8 INTENT OF AGREEMENT:

- 3.8.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.
- 3.8.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

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- 3.8.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either estop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.
- 3.9 **SOLICITATION:** The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.
- 3.10 **ACCOUNTING RECORDS OF ARCHITECT/ENGINEER:** The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Architect/Engineer hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation provided here are accurate, complete and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.
- 3.11 **INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):**
- 3.11.1 The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit,

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investigate, monitor, oversee, inspect and review the operations, activities and performance of the Architect/Engineer and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but limited to, project design, establishment of bid specifications, bid submittals, activities of the Architect/Engineer, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the Architect/Engineer from an IPSIG, the Architect/Engineer shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Architect/Engineer's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the Agreements, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Agreement documents; back-charge documents; and all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Architect/Engineer, its officers, agents and employees. The Architect/Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Architect/Engineer in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Architect/Engineer or third parties.

- 3.11.2 Pursuant to County Ordinance No. 97-215 and County Administrative Order No. 3-20, audit accounts will be established within this Agreement to pay for mandatory random audits by the County's Inspector General and for IPSIG services, respectively. The amounts of these audit accounts are stipulated in the article Compensation for Services.

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3.12 **AUDIT ACCOUNT TO PAY FOR INDEPENDENT PRIVATE INSPECTOR GENERAL (IPSIG) SERVICES:** Pursuant to County Administrative Order No. 3-20, an audit account will be established within this Agreement to pay for IPSIG services.

3.13 **OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:**

3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement shall become the property of the Owner; however, the Owner may grant to the Architect/Engineer an exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.13.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

3.13.4 The Owner shall have the right to modify the Project or any components thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.

3.14 **LAWS AND REGULATIONS:**

3.14.1 The Architect/Engineer shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, Ordinances and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Architect/Engineer in obtaining copies of the Miami-Dade County Ordinances, Regulatory Orders and Resolutions.

3.14.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.

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- 3.15 **CORRECTIONS TO CONTRACT DOCUMENTS:** The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.
- 3.16 **WARRANTY:** The Architect/Engineer warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.
- 3.17 **OWNER REPRESENTATIVE:** The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Architect/Engineer shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances that arise that might affect the performance of the Services or of the Work.
- 3.18 **AIRFIELD OPERATIONS AREA (AOA) SECURITY:**
- 3.18.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Transportation Security Administration (TSA), Homeland Security, FAA and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).
- 3.18.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD authorized identification badges for all the Architect/Engineer employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. All Architect/Engineer employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history record checks.
- 3.18.3 The Architect/Engineer shall be responsible for requesting MDAD to issue identification badges to all employees who the Architect/Engineer requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Architect/Engineer or upon final acceptance of the work or termination of this

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Agreement. The Architect/Engineer will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

3.18.4 All employees of the Architect/Engineer, or Sub-consultants who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Employers shall maintain a permanent record showing to whom each badge is issued. The Security and Safety Division of MDAD shall provide the identification badges to the Architect/Engineer. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

3.18.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to a Sub-consultant) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 Only Architect/Engineer staff with pictured I.D. shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Architect/Engineer shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

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3.18.7 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA and MDAD access control policies and procedures.

3.18.8 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

3.18.9 The Architect/Engineer understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Architect/Engineer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

3.18.10 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/ FAA.

3.18.11 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

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- 3.18.12 Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, Homeland Security, FAA or MDAD upon Architect/Engineer's sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, The Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 3.19 **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.20 **NON-EXCLUSIVITY:** Notwithstanding any provision of this Non-Exclusive Agreement, the County is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform any such incidental Services.
- 3.21 Not Used
- 3.22 **CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:** Pursuant to Resolution R-744-00, the Architect/Engineer shall identify those specific technical or professional personnel, which may effect the firm's qualifications or capabilities to perform the services under this Agreement. Such personnel shall not be replaced except when the Department determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications or capabilities to perform the services.
- 3.23 **ARCHITECT/ENGINEER RESPONSIBILITY:**
- 3.23.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Architect/Engineer shall perform the work

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utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to MDAD's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages to the Owner caused by the Architect/Engineer's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither MDAD's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Subconsultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Subconsultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Architect/Engineer or its Subconsultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Subconsultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Subconsultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Subconsultant's work.

3.23.2 The Architect/Engineer shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

3.23.3 The Architect/Engineer shall establish, provide, and maintain an effective written Quality Control Program that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and

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coordination of all work under the Agreement (including the work performed by Subconsultants). This program shall conform to MDAD's Quality Assurance Manual.

The Architect/Engineer shall be prepared to discuss and present, during Phase 1, its written Quality Control Program. The Architect/Engineer shall make all adjustments to the Quality Control Program deemed necessary by the Owner as a requirement for the completion of Phase 1.

- 3.24 **ARCHITECT/ENGINEER PERFORMANCE EVALUATION:** In accordance with Administrative Order 3-39, entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

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ARTICLE 4

BASIC SERVICES

- 4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services or Additional Services.
- 4.2 **BASIC SERVICES SCHEDULE AND SUMMARY:** The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project described in the Project Book or as may otherwise be described in the article "Special Provisions" of this Agreement. The Architect/Engineer agrees to start the applicable portions of the Basic Services promptly upon receipt of a Service Order and to complete the specified portions of the Basic Services in compliance with the Design Schedule and Cost Management Plan (DSCMP) or other such schedule as may be required pursuant to this Article. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Within seven (7) days upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

Phase 1, Program Verification,	30days
Phase 2, Design Development NOT USED	__days
Phase 3A, 30% Complete Contract Documents	60days
Phase 3B, 75% Complete Contract Documents	60days
Phase 3C, 100% Complete Contract Documents	45days
Phase 3D, Bid Documents	45days

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion.

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- 4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in the article "Special Provisions" of this Agreement and all other services normally required for an airport civil project of this type. Services shall also include:
- a. the design of facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed or operated by others not a part of this Agreement and shall also include the coordination of such design; and
 - b. the design of interim/temporary facilities included in the Project Budget, as determined at the end of Phase 3A, with the necessary associated facilities to accommodate operations, pedestrian, vehicular and/or aircraft traffic, or tenants as needed during construction; and
 - c. the Architect/Engineer shall furnish or cause to be furnished; engineering services, including all civil, structural, electrical, signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, erosion controls, Storm Water Pollution Prevention Plan (SWPPP) provisions, and preliminary application for the dewatering permits; lighting; communications.
 - d. The Architect/Engineer shall furnish to the Department at the Architect/Engineer's expense one complete set of computer produced drawing disc files (AUTOCAD Map 2000i) of the Record Drawings in the size and format required by the Owner and, at no additional cost to the Owner's cost, provide two complete sets of prints, one for Maintenance and one for Technical Support. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.
- 4.2.2 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.

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- 4.2.3 All services performed during Phases 1 through 3D of the Basic Services shall comply with and be in conformance to the Deliverables Requirements Manual and the Design Guidelines Manual.
- 4.2.4 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.
- 4.2.5 For Phases 1 through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various phases in the Deliverables Requirements Manual in format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Architect/ Engineer shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.
- 4.2.6 For Phases 1 through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in Article 1 Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist MDAD in identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall develop schedules reflecting same and assist in reviewing applications prepared by MDAD and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.
- 4.2.7 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD Map 2000i format with files maintained on 3.5" floppy disks or compact disks.
- 4.2.8 The Architect/Engineer shall submit hard and electronic format (as specified herein or otherwise by MDAD) copies of all documents required under each Phase for

review, comments and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.

- 4.2.9 At the end of Phases 3A and 3C the Architect/Engineer shall provide input and assistance to the Project Manager for the preparation of Capital Project Fact Sheets and, through the Project Manager, shall schedule a review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.10 Recognizing that the construction of other projects at the airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.
- 4.2.11 County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars (\$5,000,000) or more. At the end of Basic Services Phase 2, VA/E reviews will be conducted by an independent consultant under contract to the Owner and supervised by the Project Manager. The AO further states that the Architect/Engineer shall assist as needed in the VA/E process.
- 4.2.12 The Architect/Engineer shall meet a minimum of once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.
- 4.2.13 The Architect/Engineer must have a design quality management program related to Construction Contract Document preparation and, when authorized, Work Related Services. This quality management program must be implemented throughout the entire design and construction process.
- 4.2.14 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3B and 3C may not be issued if the Probable Construction Cost as submitted by the

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Architect/Engineer at Phases 3A and 3B, respectively, exceeds the total MDAD allocated funds for the construction of the Project.

4.2.15 For Phases 3A through 3D, the Architect/Engineer shall provide a Construction Specification Institute (CSI) formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each phase. The level of detail of the cost loaded schedule at each phase shall be commensurate with the level of detail of the Construction Documents.

4.2.16 Commissioning Plans: The Architect/Engineer shall develop a commissioning plan for all mechanical, electrical, plumbing, and life safety systems, as applicable to this project. Such plan, as approved by the Owner, shall be incorporated into the Contract Documents.

4.3 **PHASE 1 - PROGRAM VERIFICATION**

4.3.1 Based upon the Program drawings and preliminary budget and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.

4.3.1.2 Record Drawings: The Architect/Engineer shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.

4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.

4.3.1.4 Utilities Investigation: The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing

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utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.

- 4.3.1.5 Surveys: The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.
- 4.3.1.6 Soils Investigations: The Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify other tests and investigations as may be necessary to provide information prerequisite to its design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be performed by others and shall interpret the results for application to the Project.
- 4.3.1.7 Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents.
- 4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information, and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services. At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent consultant.

4.4 **PHASE 2 - DESIGN DEVELOPMENT** – Not Used

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4.5 PHASE 3A - 30% COMPLETE CONTRACT DOCUMENTS

4.5.1 Upon the written confirmation of the Architect/Engineer that all elements of the Project have been identified, the Owner may issue a Service Order to prepare the 30% Contract Documents. The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Contract Documents. Upon completion of the agency(ies) reviews, the Architect/Engineer shall detail in writing the recommendation of the Agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual. As a part of this Phase, the Architect/Engineer shall further prepare and submit additional deliverables including but not limited to the following:

4.5.1.1 Geometry Layout Plan: A plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, including, as applicable, those for runways, taxiways, taxilanes, aprons, roadways, and bridges; existing facilities, geometric data, centerline, lane lines (for roadways), edges of pavement, curb & gutters, corridor reservation lines (for roadways); and proposed projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

4.5.1.2 Drainage: The Architect/Engineer shall prepare a preliminary drainage report and plan(s) showing the direction and quantities of flows to each drain. The drainage narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

4.5.1.3 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Aircraft

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Operation Areas and Landside work areas for the Project. The safety plan shall also be coordinated with appropriate MDAD staff.

4.5.1.4 Work Sequence and Staging Plan: The Architect/Engineer shall develop a Work Sequence and Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan(s). Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.

4.5.1.5 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the Architect/Engineering requirements, earthwork, utility adjustments and relocations, foundations; roadway, runway, taxiway, apron, or bridge as applicable; substructure, superstructure, drainage, utilities, lighting, signalization, signage, markings, security systems; and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.

4.5.2 It is the Owner's intent to bid the Project in the number of packages as specified in the article "Special Provisions" of this Agreement. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, airport needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.

4.5.3 The Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately one (1) week. The VA will be conducted by an independent consultant under contract to the Owner and be supervised by the Project Manager. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA's recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 3B Services.

4.5.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract

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Documents submitted shall include an updated Phase 3A Project Probable Construction Cost. The Probable Construction Cost update shall be based upon the approved alignment, length, configuration, size and character of the Project and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 3A Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1 Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Architect/Engineer shall not proceed with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for the Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

- 4.5.5 The Architect/Engineer shall prepare exhibits required to convey the intent, length, alignment and size of the Project during Phase 3A presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required.
- 4.5.6 The Architect/Engineer shall also, to the extent applicable based on refinements and modifications effected during the 30% Contract Documents phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 3A Basic Services.

4.6 **PHASES 3B & 3C - CONTRACT DOCUMENTS:**

4.6.1 Phase 3B - 75% Complete Contract Documents

- 4.6.1.1 Upon receipt of a Service Order for Phase 3B Basic Services, the Architect/Engineer shall prepare the 75% Contract Documents from the approved Phase 3A Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittal as more fully detailed in the Deliverables Requirements Manual.
- 4.6.1.2 The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

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The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Architect/Engineer may refer to the MDAD SWPPP guidance manual for information on preparing individual SWPPPs for MDAD approval and Contractor implementation.

4.6.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Architect/Engineer shall also assist the Owner in obtaining, as appropriate, any such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Bidding Documents.

4.6.1.4 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable Project Elements including, but not limited to, alignment, geometry, artwork, traffic maintenance, safety, construction phasing, staging, utility adjustments and relocations, signing, pavement markings, signalization, lighting, drainage, foundations, substructure, superstructure, etc. The 75% Contract Documents submittal shall include technical specifications reflecting the CSI Divisions 1 through 16 and/or MDAD Technical Specifications and/or unit price items of work specifications. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved alignment, length, configuration, size and character of the Project as developed in the approved Phase 3A Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner.

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All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.6.1.5 The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 3A VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.

4.6.1.6 The Architect/Engineer shall, to the extent applicable based on refinements and modifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Architect/Engineer in Phases 1 and 3A, in order to obtain changes in the opinions, comments, suggestions and requirements of those agencies with respect to such refinement and modifications. The Architect/Engineer shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said agencies and its recommendations relative to such findings for implementation by the Architect/Engineer in Basic Services Phase 3C.

4.6.1.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated cost and schedule breakdown by construction trade and/or unit price bid. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.6.2 Phase 3C- 100% Complete Contract Documents

4.6.2.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the

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approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables.

4.6.2.2 The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and /or MDAD Technical Specifications and/or MDAD Division 0 of the construction contract. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.7 PHASE 3D- BID DOCUMENTS:

- 4.7.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 4, and identifying the rejection of those comments not to be incorporated make all revisions or additions and resolve all questions on the Contract Documents as required approved by the Owner.
- 4.7.2 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

- 4.7.3 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.
- 4.7.4 Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.8 PHASE 4 - BIDDING AND AWARD OF CONTRACT:

- 4.8.1 Upon approval of the Phase 3C 100% complete Contract Documents, Phase 3D Bid Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall deliver to the Owner the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall develop written responses to bidders' inquiries, prepare addenda, and provide its evaluation of the bids and bidders. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.
- 4.8.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current MDAD bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.
- 4.8.3 The Architect/Engineer shall with prior approval and authorization by the Owner, develop and print addenda and responses to bidders' inquiries. .
- 4.8.4 The Architect/Engineer shall: prepare two (2) sets of Contract Documents conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.
- 4.8.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:

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- a. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
 - b. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or
 - c. Suspend or abandon the Project or any components of the Work included in the Contract Documents.
- 4.8.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare and transmit twelve (12) sets of the bidding and Contract Documents, complete with all addenda, forms and affidavits required by the Contract Documents, to the Contractor for execution by the Contractor and its surety. All sets of the Contractor executed Contract Documents shall be returned directly to the Owner.

4.9 MEETINGS AND REPORTS:

- 4.9.1 Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.
- 4.9.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be

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limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

- 4.9.3 Partnering: MDAD has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt with in the open with members of the design and construction team taking responsibility for timely and cost conscious performance. Partnering may be instituted on this Project by retaining a mutually acceptable facilitator. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a "Partnering Meeting" to establish terms of the partnering agreement. The Conference will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

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ARTICLE 5

SERVICES AT OWNER'S OPTION

- 5.1 **AUTHORIZATION:** Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 **ADDITIONAL SERVICES:** Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 1.
- 5.2.3 Any Services requested in writing by the Owner performed after acceptance of Phase 3A documents by the Owner relative to future facilities, systems and equipment but not intended to be included in the Contract Documents.
- 5.2.4 Services with respect to verification of Owner supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

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If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.

- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified in the article "Special Provisions" of this Agreement, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).
- 5.2.6 Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; preparation of Change Orders, Work Orders, Bulletins, and other appropriate documentation; assistance to the Project Manager and the Owner in negotiations with the Contractor(s) with respect to all changes in the Work; recommendation to the Owner of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes.
- 5.2.7 Meetings with federal and/or state grant providing agencies required to assist MDAD in obtaining grant funding for the Project.
- 5.2.8 Extended assistance requested in writing by the Owner beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the Owner of any equipment or system; extended training of Owner personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
- 5.2.9 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.

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- 5.2.10 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions or ambiguities.
- 5.2.11 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.
- 5.2.12 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from a fault of the Architect/Engineer.
- 5.2.13 Environmental services beyond that which is required to verify Owner supplied information or that is beyond the scope of the Basic Services herein.
- 5.2.14 Environmental Remediation engineering services. These services will be negotiated, authorized and paid as additional services, however, the incorporation of standard details and/or technical specifications provided by MDAD into the Contract Documents does not constitute additional services.
- 5.2.15 Services required to participate in or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.
- 5.2.16 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work Related Services or Work Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer.

5.3 WORK RELATED SERVICES

- 5.3.1 At the sole Option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work Related Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order and will end when the final request for payment from the Contractor has been approved by the Owner and the Architect/Engineer has submitted its Report

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of Contract Completion and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

- 5.3.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer including Sub-Consultant(s) intends to use during the Work Related Services for review by the Owner for adequate staffing.
- 5.3.3 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.
- 5.3.4 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, is required to visit the Work Site at a minimum of once per week. If the Project is more or less complicated than normal, site visits can be increased or decreased as necessary. and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder. Such personnel shall coordinate with the work-site personnel.
- 5.3.5 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Architect/Engineer shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The Architect/Engineer's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Architect/Engineer, the quality of the

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Work is in accordance with the Contract Documents. Such concurrence shall be based on the Architect/Engineer's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;
2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed.
3. The results of any subsequent test required by the Contract Documents;
4. The review of the As-Built Drawings to determine completeness and accuracy up to the date of the pay request;
5. Any specific qualifications stated in the request for payment; and
6. The Field Representative's confirmation of the cost of labor, materials and equipment for cost-plus work including disputed work.

- 5.3.6 The Architect/Engineer shall assist the Project Manager and the Field Representative in reviewing and evaluating all Contractors' claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.
- 5.3.7 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.
- 5.3.8 The Architect/Engineer shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.
- 5.3.9 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, issue correction orders and perform all other Work Related Services within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

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5.3.9.1 Should the Architect/Engineer fail to perform in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner

5.3.10 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

5.3.10.1 Inspections for Substantial Completion: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative to determine initial Punch List items, and shall reinspect the work with the Field Representative as many times thereafter as are needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work, in first and succeeding visits;
2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

5.3.10.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.

5.3.10.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

5.3.10.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

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5.3.10.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance in 60 days, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals, deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

5.3.10.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items. The Owner shall retain ten percent (10%) of the value of such work and materials, including approved Change Orders, until Substantial Completion. With the next pay application after Substantial Completion the Owner shall release all retainage except for an amount equal to twice the estimated cost to the Owner of completing the punch list items, as recommended by the Field Representative, and reviewed and approved by the Architect/Engineer. At Final Acceptance all remaining retainage will be released with the Final Payment, as recommended the Field Representative, and reviewed and approved by the Architect/Engineer.

5.3.10.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.

5.3.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Except for Change Orders and Work Orders resulting directly

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or indirectly from errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, such work shall be Additional Services.

- 5.3.12 The Architect/Engineer shall furnish to the Department at the Architect/Engineer's expense one complete set of computer produced drawing disc files (AUTOCAD Map 2000i) of the Record Drawings in the size and format required by the Owner and, at the Owner's cost, provide two complete sets of prints, one for Maintenance and one for Technical Support.. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.
- 5.3.13 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term, conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.
- 5.3.14 The Architect/Engineer shall inspect the entire Project one (1) month prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.
- 5.3.15 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.
- 5.4. **WORK SITE SERVICES:** At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by MDAD who shall act as the agent of the Architect/Engineer. The Work Site Services shall be defined by Service Order, performed in

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accordance with Construction Inspection Services Manual, and agreed to by the Architect/Engineer and MDAD.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contractor Documents or through Service Order by direction of MDAD.

Should the Architect/Engineer fail to perform these Work Site Services in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner.

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ARTICLE 6

REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

- 6.1 Differential Project Professional Liability Insurance premiums as may be required in Article 3.2.3.

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ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 7.1 EQUAL EMPLOYMENT OPPORTUNITY:** The Consultant shall neither discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act, the Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, 112.043, and Miami-Dade County Ordinance 75-46, Articles 3 and 4.
- 7.2 NONDISCRIMINATORY ACCESS TO PREMISES:** The Consultant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that the Consultant shall use the Premises in compliance with all other requirements imposed by or pursuant to then enforceable regulations of the Department of Transportation.
- 7.3 BREACH OF NONDISCRIMINATION COVENANTS:** In the Event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants

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contained in subarticles 7.1 (Equal Employment Opportunity) and 7.2 (Nondiscriminatory Access to Premises) above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Event of Default subarticle hereof.

7.4 NONDISCRIMINATION: During the Performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants shall receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Consultant's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Event of Default subarticle hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant shall include subarticles 7.1 and 7.2 above in all Consultant subcontracts in excess of \$10,000, unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each sub-consultant.

7.5 DISABILITY NONDISCRIMINATION CERTIFICATION: By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement officer, courts, or the County to be in violation of the act or the

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resolution, such violation shall render this Agreement terminable in accordance with the Event of Default subarticle hereof. This Agreement shall be void if the Consultant submits a false certification pursuant to this Resolution of the Consultant violated the Act or the Resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

7.6 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES: In accordance with the requirements of Miami-Dade County Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development ("DBD"). Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board (the "Clerk"), an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Board of Directors are representative of the population make-up of the nation are exempted from this requirement and must submit, in writing, a detailed listing of their Board of Directors, showing the race or ethnicity of each board member, to DBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It shall be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

7.7 CONTRACT MEASURES: The Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Community Business Enterprise (CBE) Participation Program.

The following has been established according to the CBE Program:

Contract Measure: Twenty Percent (20%) Goal

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The Architect/Engineer is directed and required to adhere to the level of participation shown in the Architect/Engineer's proposal for this project and to the attached Miami-Dade County Florida, Department of Business Development (DBD), CBE-A/E (Ordinance No. 01-103 and Administrative Order No. 3-32) Participation Provisions, included within this Agreement, as Appendix 2 which delineates the requirements of this County program and the requirements for attaining the CBE contract measure of a twenty percent (20%) goal all in accordance with applicable federal and state laws, and County ordinances.

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ARTICLE 8

COMPENSATION FOR SERVICES

The County agrees to pay to the Architect/Engineer and the Architect/Engineer agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Architect/Engineer for work performed without a Service Order.

- 8.1 **BASIC SERVICES FEE:** The Owner agrees to pay the Architect/Engineer, and the Architect/Engineer agrees to accept for Basic Services rendered pursuant to this Agreement, a Fixed Lump Sum Basic Services Fee of Seven Hundred Twelve Thousand One Hundred Sixty Eight Dollars (\$712,168), which includes all of the Lump Sum amounts listed below in Article 8.2.

8.1.1 Consequences for Non-Performance: Should the A/E fail to complete any phase of the work within the agreed upon contractual time frames specified in Article 4, the County will withhold from the A/E a portion of the A/E's Fee calculated at the rate of one (1) percent of the specified phase Fee for each calendar day of delay. Any withholdings will be released if the A/E recovers the time through the balance of the Basic Services. A completed phase requires the submission, complete and accurate, of all the deliverables required by MDAD's "Deliverable Requirements Manual", and approved by the Owner. Such approval may not be unreasonably withheld.

8.1.2 Should the Owner fail to turn documents around in accordance with the Deliverable Requirements Manual, the Architect/Engineer shall notice the Owner of the impact of the delay, and shall take all reasonable actions to mitigate any resulting damages. Such notice shall be given within 10 days after the first observance of such delay. No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to notify in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely notification is essential to the administration of this Agreement.

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- 8.2 **PAYMENT FOR BASIC SERVICES:** Except as provided hereafter, payments for each Phase shall not exceed the amounts as shown on the following Schedule of Payments for Basic Services.

SCHEDULE OF PAYMENTS FOR BASIC SERVICES

PHASE NO.	FIXED LUMP SUM FEE
1 Program Verification	<u>\$77,910</u>
2 Design Development	NOT USED
3A 30% Complete Contract Documents	<u>\$153,870</u>
3B 75% Complete Contract Documents	<u>\$188,050</u>
3C 100% Complete Contract Documents	<u>\$153,870</u>
3D Bid Documents	<u>\$100,000</u>
4 Bidding & Award of Contract	<u>\$38,468</u>
Total Basic Services	<u>\$712,168</u>

- 8.2.1 The Architect/Engineer shall not be entitled to compensation for Phases 3A through 4 for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.

8.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4

8.3 **MAXIMUM PAYMENT FOR WORK RELATED SERVICES:** Payment for services covered under Work Related Services, if so authorized by the Owner, shall not exceed One Hundred Forty Thousand Dollars (\$140,000).

8.4 **MAXIMUM PAYMENT FOR WORK SITE SERVICES:** Payment for services covered under Work Site Services, if so authorized by the Owner, shall not exceed Three Hundred Fifty Two Thousand Six Hundred Twenty Dollars (\$352,620).

8.5 **INVOICES AND METHODS OF PAYMENT FOR BASIC SERVICES:** The Architect/Engineer shall submit monthly to the Project Manager, three (3) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/Engineer will meet at least monthly with the Project Manager to verify that the Architect/Engineer's reported progress and earned value is in accordance with the accepted DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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8.6 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:

8.6.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the Architect/Engineer by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.

8.6.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, the Architect/Engineer shall be compensated on the basis of payment in some manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Architect/Engineer for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees which would have been paid for such Services had they not been abandoned, terminated or suspended.

8.6.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.

8.7 PAYMENT FOR OPTIONAL SERVICES:

8.7.1 The fee for Services authorized in accordance with Article 5.2 (Additional Services), Article 5.3 (Work Related Services), and Article 5.4 (Work Site Services) of this Agreement will be computed as follows:

8.7.1.1 Compensation for 1 Principal(s) shall be at the flat rate without application of any multiplier of One Hundred Dollars (\$100) per hour.

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Principal(s) to be paid this rate is/are those listed by name in Appendix 1, attached hereto and made a part of this Agreement.

Upon mutual agreement between the Owner and the Architect/Engineer, the Principals identified in Appendix 1 may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.

- 8.7.1.2 Compensation of all personnel performing Additional and Work Related Services shall be a multiple of 2.8 times Direct Salaries.

Compensation of all personnel performing Work Site Services shall be a multiple of 2.0 times Direct Salaries. The maximum rate of compensation including the multiple Direct Salaries shall not exceed the following:

PERSONNEL	MAXIMUM RATE
PROJECT MANAGER	<u>\$95</u>
PROJECT ENGINEER	<u>\$95</u>
SENIOR ENGINEER	<u>\$90</u>
STAFF ENGINEER	<u>\$80</u>
SENIOR FIELD REPRESENTATIVE	<u>\$75</u>
ASSISTANT FIELD REPRESENTATIVE	<u>\$75</u>
DESIGN TECHNICIAN	<u>\$70</u>
ADMINISTRATIVE SUPPORT	<u>\$35</u>

The maximum rate of compensation for all other home and field office personnel, not listed above, including the multiple of direct salary shall not

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exceed seventy-five dollars (\$75) per hour. The Owner reserves the right to adjust the maximum rate.

8.7.1.3 During the term of this Agreement, the Owner may adjust the rates of compensation for the Multiple of Direct Salaries basis of compensation, excluding multiple, every four (4) years. Such adjustment will be based on the cumulative change of the Consumer Price Index for the Miami urban area since the beginning of the term of this Agreement; provided, however, the increase for any three year period shall not exceed an aggregate total of ten percent (10%).

8.7.1.4 Compensation for authorized overtime services shall be a multiple of 1.1 times the premium pay portion of the overtime services.

8.7.1.5 Architect/Engineer shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone, (except long distance calls authorized by the Owner,) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.

8.7.1.6 When Additional Services and/or, Work Related Services, are authorized as a Multiple of Direct Salaries, the Architect/Engineer shall submit the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the Project, multiplied by **2.8**.

When Work Site Services are authorized as a Multiple of Direct Salaries, the Architect/Engineer shall submit the names, classification, salary rate per hour, hours worked, and total charge for all personnel directly engaged on the Project, multiplied by **2.0**.

8.7.2 Sub-consultants may be employed by the Architect/Engineer to perform any or all requested Additional, Work Related, and Work Site Services when in the opinion of the Architect/Engineer said Sub-consultant services are necessary for the

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accomplishment of the Additional, Work Related, and Work Site Services. The Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such Sub-consultants prior to commencing such work. Verification of the work performed by such Sub-consultant(s) shall be the sole responsibility of the Architect/Engineer.

8.7.2.1 All payments to Sub-consultant(s) employed for the performance of Additional, Work Related, and Work Site Services shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es), in the next following invoice submitted by the Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices that include charges for Services by Sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.

8.7.2.2 Compensation rate to Sub-consultants authorized by the Owner as Additional Services based on a Multiple of Direct Salaries shall not exceed the Architect/Engineer's rates above unless otherwise approved in advance by the Owner. Reimbursement to the Architect/Engineer for approved Sub-consultant(s) expenses authorized as Additional, Work Related, and Work Site Services based on a Multiple of Direct Salaries shall be paid at a rate of 1.05 times the Sub-Consultant invoice to compensate the Architect/Engineer for all costs associated with those expenses.

8.7.3 Not Used

8.7.3 Payment for Additional, Work Related, and Work Site Services may be requested monthly in proportion to the services performed. All payments will be made on duly certified invoices stating that the services for which payment is requested have been

performed per this agreement. Provided there are no problems with an invoice, as determined by the Project Manager, Payment by the Owner shall be in accordance with Article 8.5 Invoices with problems will be immediately returned to the Architect/Engineer.

- 8.8 **PAYMENT FOR REIMBURSABLE EXPENSES:** Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements

8.8.1 Payment for Reimbursable Expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes. Invoices with problems will be immediately returned to the Architect/Engineer.

- 8.9 **MAXIMUM PAYABLE FOR ADDITIONAL SERVICES/REIMBURSABLE EXPENSES:** The aggregate sum of all payments to the Architect/Engineer for Additional Services and/or Reimbursable Expenses payable on this Project shall not exceed Five Hundred Forty Eight Thousand Seven Hundred Eighty Eight Dollars **(\$548,788)**. Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.

- 8.10 **ADJUSTMENT TO LIMITATIONS:** Not Used

- 8.11 **ADJUSTMENT TO FEES:** No fees shall be adjusted except as specifically provided elsewhere in this Agreement.

- 8.12 **INSPECTOR GENERAL/IPSIG AUDIT ACCOUNT:** Two audit accounts are hereby established to pay for (1) mandatory random audits by the County's Inspector General pursuant to County Ordinance No. 97-215, and (2) IPSIG services pursuant to County Administrative Order 3-20. The amount for the Inspector General Audit Account is hereby set at Three Thousand Five Hundred Dollars **(\$3,500)** The amount for the IPSIG Audit Account is hereby set at Fourteen Thousand Dollars **(\$14,000)**. The Architect/Engineer shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this audit account remain the property of the County.

- 8.13 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** Except as otherwise

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provided for herein, the Total Authorized Amount for this Agreement, including Basic Services, Additional Services, Work Related Services, Work Site Services, Reimbursable Expenses, and Audit Accounts, is One Million Seven Hundred Seventy One Thousand Seventy Six Hundred Dollars **(\$1,771,076)**.

ARTICLE 9

SPECIAL PROVISIONS

9.1 SCOPE OF SERVICES:

This project provides the pavement strengthening for Runway 9R/27L, including adjacent connector taxiways and associated utility adjustments. The scope of work consists of approximately 380,000 square yards of asphalt pavement milling, 510,000 square yards of asphalt pavement overlay and isolated areas of full depth pavement reconstruction. The project also includes adjustment and replacement of existing centerline and edge lights, pavement striping and grooving. Phasing and maintenance of aircraft traffic will be key elements of the project. Night time construction will be the preferred method for the project. Consequently, day time airfield operations will not be impacted.

Due to the operations sensitivity and scheduling constraints of this project, the A/E of record will be expected to coordinate with the FAA and MDAD Airside Operations during the project's design and construction. This includes, but is not limited to, Issuance of Notice to Airmen (NOTAMS), evaluation of Part 77 Approach and Terminal Instrument Procedures (TERPS), approach and departure surface impacts, evaluate design of the aircraft object free clearance during construction and establish a runway lighting (i.e. threshold, hold bar, edge and centerline) adjustment sequence. The A/E of record will provide:

- Multiple maintenance of traffic schemes. These schemes must minimize the operational impact while maximizing construction productivity.
- Technical recommendations on runway and taxiway pavement design issues. A quick turnaround time must be provided during the various design submittal stages in order to meet an aggressive schedule. The Architect/Engineer must have adequate staffing to meet the projects demands.
- Timely resolution of any design and construction related issues. The A/E of record is expected to demonstrate experience in the design and construction of runway projects of like magnitude at airports of similar traffic and airfield complexity.

9.2 Re: Article 4.5.2

The number of bid packages under this Agreement is one (1).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

ARCHITECT/ENGINEER (CORPORATION)

Williams, Hatfield & Stoner, Inc.
dba Tetra Tech WHS

(Legal Name of Corporation)

ATTEST:

Secretary: [Signature]

(Signature and Seal)

By: [Signature]

Architect/Engineer - Signature

Richard A. Lemmon

Richard A. Lemmon, Secretary

(Type Name)

(Type Name & Title)

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

*approved
on form +
legal sufficiency
DBM
11-21-03*

Witness: _____

By: _____

N/A
Legal Name

Signature

Witness: _____

(Type Name)

SSN: _____

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

_____, CLERK

BY: _____

Deputy Clerk

By: _____

County Manager

(Dade County Seal)

Resolution No.: R-

Date: _____

Contract April 2003 #2 clean copy for MIA Runway 9R/27L Pavement Strengthening
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APPENDIX 1

PRINCIPALS OF THE ARCHITECT/ENGINEER

1. C. Zachary Fuller, P.E.
2. Javier Rodriguez, P.E.

APPENDIX 2

PARTICIPATION PROVISIONS



Dept. of Business Development Project Worksheet

Project/Contract Title: MIA RUNWAY 9R/29L PAVEMENT STRENGTHENING (SIC 871)
Project/Contract No: E02-MDAD-05/H024B-1 **Funding Source:** AIRPORT REVENUE BONDS
Department: AVIATION DEPARTMENT **Item No:** 1-01
Estimated Cost of Project/Bid: \$769,350.00 **Resubmittal Date(s):**
Description of Project/Bid: TO ESTABLISH A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE THE PAVEMENT STRENGTHENING FOR RUNWAY 9R/27L INCLUDING ADJACENT CONNECTOR TAXIWAY AND ASSOCIATED UTILITY ADJUSTMENTS. THE SCOPE OF WORK CONSISTS OF APPROXIMATELY 380,000 SQUARE YARDS OF ASPHALT PAVEMENT MILLING, 510,000 SQUARE YARDS OF ASPHALT PAVEMENT OVERLAY AND ISOLATED AREAS OF FULL DEPTH PAVEMENT RECONSTRUCTION.

Contract Measures Recommendation

Measure Goal	Program CBE	Goal Percent 20.00%
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Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

SIC 871 - Engineering and Architectural Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL STRUCTURAL ENGINEERING	CBE	\$38,467.50	5.00%	43
GENERAL ELECTRICAL ENGINEERING	CBE	\$38,467.50	5.00%	25
GENERAL CIVIL ENGINEERING	CBE	\$76,935.00	10.00%	66
Total		\$153,870.00	20.00%	134

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal 20% Bid Preference _____
 No Measure _____ Deferred _____ Selection Factor _____

 Chairperson, Review Committee 7/31/02 Date County Manager 8/1/02 Date

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Ordinance 01-103 and Administrative Order 3-32 can be obtained from the Clerk of the Board located at the Stephen P. Clark Building, 111 N.W. 1 Street, Suite 17-202, Miami, Florida.

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions".

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.
7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
8. Community Business Enterprise (CBE-A/E) means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services,

including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars. A CBE-A/E will graduate out of the Program once it has exceeded these size limits based on its three-year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CBE-A/E where the aggregate net worth of all of its owners is more than seven hundred fifty thousand (\$750,000) dollars. Representations as to gross revenues and net worth of owners shall be subject to audit.

9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
11. DBP means Miami-Dade County Department of Business Development.
12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.
14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:
 - a. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
 - b. An individual or corporation in compliance with the following two requirements:

- i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
- 15. DPM means Miami-Dade County Department of Procurement Management.
- 16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
- 17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.
- 18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
- 19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103.
- 20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.
- 21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.
- 22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
- 23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative action plan certification, and vendor registration and affidavit execution, into one application process.

24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.
26. Prompt Payment is the intent of the County that all firms providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
 - a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.
 - b. The Department of Business Development may investigate reported instances of late payments to CBE-A/Es.
 - c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.
28. Proposer means any firm that submits a proposal to provide professional services.
29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.
30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.
31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County agreement to which Ordinance 01-103, Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether

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CBE-A/E measures should be applied.

32. Set-aside means reservation for competition solely among CBE-A/Es of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.
33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to CBE-A/Es to perform a commercially useful function.
34. Suspension means temporary debarment for a period not to exceed two (2) years.
35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical categories for a maximum of three (3) years.

B. GENERAL INFORMATION

Except where federal or state laws or regulations mandate to the contrary, these Provisions shall require the review of all project specific contracts, design-build contracts and multiple contracts for architecture, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds to determine the appropriateness of applying measures as set forth in Ordinance 01-103 and Administrative Order 3-32.

These Provisions shall apply to all departments and agencies of the County, Fire and the Public Health Trust. These Provisions shall apply to every agreement to which a CBE-A/E set-aside or subconsultant goal is applied. The phrase "CBE-A/E contract measure(s)" means to apply the contract measure to this agreement as indicated on the cover sheet. Only the contract measure in the CBE-A/E program indicated on the cover sheet apply.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 and Administrative Order 3-32, respectively.
2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at the Department of Business Development (DBD), 175 N.W. 1 Avenue, 28th Floor, Miami, Florida 33128 or by telephone (305) 349-5960,

C. CERTIFICATION

1. DBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. DBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.
2. Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Business Development at 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915. A copy of the certification application and list are also available on DBD's Web Page through Miami-Dade County's Internet Portal at <http://www.co.miami-dade.fl.us/dbd/>.
3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by DBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

Only joint ventures approved by DBD in accordance with Administrative Order 3-32 are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. An explanation of how the profits and/or losses will be distributed;

5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

Project specific and multiple project agreements for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for the application of agreement set-asides or subconsultant goals on such purchases.

1. Set-Aside Agreements

a. Respondent's Responsibilities for Agreement Set-Asides:

- i. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from DBD.
- ii. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- iii. Respondents on agreement set-asides must submit a completed "Set-Aside List of Subconsultants" (Form CBE 104) at the time of proposal submission. Respondents who fail to submit the Set-Aside List of Subconsultants shall be considered non-responsive.
- iv. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall

be considered non-responsive.

- b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:
 - i. Submission of a Set-Aside List of Subconsultants of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
 - ii. After proposal submission due date, deviations from the Set-Aside List of Subconsultants without the written approval of the Compliance Monitor;
 - iii. The utilization of a non-certified CBE-A/E;
 - iv. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - v. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - vi. Failure to submit "Monthly Utilization Reports" (Form CBE M-200);
 - vii. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - viii. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - ix. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Set-Aside List of Subconsultants."

2. Subconsultant Goals

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form.

- a. Respondent's Responsibilities for Subconsultant Goals:
 - i. Respondents must submit a completed Schedule of Participation (Form CBE 101) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work.

The Schedule of Participation constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E s listed are qualified and available to perform as specified. The Schedule of Participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Schedule of Participation.

- ii. Respondents who fail to submit the required Schedule of Participation at the time of proposal submission shall be considered non-responsive.
- iii. Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- iv. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.
- v. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD;
 - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD; and
 - (5) Only expenditures to CBE-A/Es made under a written subconsultant

agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.

- vi. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall be considered non-responsive.
- vii. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:
 - (1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with DBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish DBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for

each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

- b. Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 2. (a.) (vi.) above, are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:
 - i. The utilization of a non-certified CBE-A/E;
 - ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;
 - iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - v. Failure to submit monthly utilization reports;
 - vi. Deviations from the Schedule of Participation without prior approval from DBD;
 - vii. Termination of the CBE-A/E's agreement without prior approval from DBD;
 - viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from DBD;
 - ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation.
- c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:
 - i. DBD shall review the Schedules of Participation, Letters of Intent, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending

that the Contracting Officer determine non-compliance. This written recommendation shall be forwarded to the respondent and the Contracting Officer.

- ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in these Provisions.

G. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Prime Consultant Responsibilities

- a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.
- b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.
- c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform DBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

- d. Failure of the prime consultant to comply with the applicable requirements of Section (G)(1)(c) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.
2. County Responsibilities
- a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.
 - b. DBD may investigate reported instances of late payment to CBE-A/Es.
3. Finance Department Responsibilities

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County, Fire, or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review
- a. The Compliance Monitor shall review respondent's submission for compliance with these Provisions on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
 - b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule

of Participation and Letter of Intent will be accepted.

- c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
- d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Participation and Letter of Intent will be accepted.
- c. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
- g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
- h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.
- i. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any respondent from any of the terms,

conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Schedule of Participation or Set-Aside List of Subconsultants. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligation, whichever comes last, or for one year after the expiration of CBE-A/E certification.

c. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report

covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

- e. Deviations from the Schedule of Participation or Set-Aside List of Subconsultants
 - i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Schedule of Participation, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from DBD by submitting a request in writing addressed to the Director of DBD through the Contracting Officer. The request must include a revised Schedule of Participation to include the substitute CBE-A/E and a Letter of Intent from the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
 - ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:
 - (1) Termination of a CBE-A/E's subconsultant agreement;
 - (2) Reduction in the scope of work to be performed by a CBE-A/E;

- (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
- (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by these Provisions the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below apply to this paragraph.

v. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (vi.) below apply to this paragraph.

vi. Alternative Subconsultant Agreements:

- (1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.
- (2) The Successful Respondent must submit to the Compliance Officer a revised Schedule of Participation or Set-Aside List of Subconsultants and Letter of Intent to include the substitute CBE-A/E.
- (3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- (4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- (5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties

or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
4. Termination, suspension, or cancellation of the agreement in whole or part;
5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for DBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Monthly Utilization Report and determine if the respondent has met the CBE-A/E measures.
 - b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or future County agreements in which the CBE-A/E deficit will be remedied.

- d. The respondent must respond to DBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
- e. The compliance monitor will review the plan for approval.
- f. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Schedule of Participation and Letter(s) of Intent for the CBE-A/E firm(s) that will be utilized in making up the deficit.
- g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
- h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

- i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a final as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- iv. Failure to submit monthly utilization reports;
- v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- vi. Failure to maintain certification;
- vii. Deviations from the Schedule of Participation without prior approval from DBD;
- viii. Termination of the CBE-A/E's agreement without prior approval from

DBD;

- ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from DBD;
- x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
- xi. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

- a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.
- b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

- 1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.
- 2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of DBD within thirty (30) days of receipt of the notice.
4. DBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager .
5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

L. APPENDICES

1. Forms
 - a. Schedule of Participation (CBE 101)
 - b. Letter of Intent (CBE 102)
 - c. Certificate of Unavailability (CBE 103)
 - d. Set-Aside List of Subcontractors (CBE 104)
 - e. Monthly Utilization Report (CBE M-200)
2. Project Worksheet
3. Certification List

Name of Prime Consultant

Project No.

Name of Prime Consultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed by Prime Consultant	% of Proposal

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[illegible]

Check box if Unavailability Certificates are or will be provided in lieu of or in addition to this Schedule of Participation to demonstrate the lack of availability:

Signature

Date _____

Print Name

Title

Name of CEO or President

**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: _____
Name of Prime Consultant

CONTRACT NAME: _____

CONTRACT NO.: _____

The undersigned holds DBD Certification No. _____, expiring on _____
Federal Employer Identification No. _____

The undersigned intends to perform the following work in connection with the above contract:

Item No.	Scope - Description of Work Items	Percentage Amount
Total		

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subconsultant Signature

Date

Print Name

Title

Name of CBE Firm

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
NameTitle

of _____ certify that on _____
Firm NameDate

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

Work Items Sought	Form of proposal sought

Signature

Print Name

Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

I am aware that Miami-Dade County Administrative Order provide that: "Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification.

Signature

Print Name

Title

DBD Certification Number

Expiration Date

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Set-Aside List of Subconsultants in the proposal document at the time of proposal submission. In addition, all Prime Consultants must include Letters of Intent (CBE 102) in the proposal documents for all CBE-A/E subconsultants that will be utilized on this project; or the Prime Consultant may submit Letters of Intent to the Contracting Officer by 4:00 p.m. on the second day following proposal submission.

Name of Prime Consultant	CBE-A/E Certification No.	Type of Work to be Performed	Percentage Amount

[illegible]

I certify that the representations contained in this Set-Aside List of Subconsultants are to the best of my knowledge true and accurate.

☐ Check if Certificates of Unavailability are included in addition to this Set-Aside List of Subconsultants to demonstrate lack of availability of CBE-A/E subconsultants.

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1

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

NAME OF SUBCONSULTANT

[illegible]

This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFILIANT (PRIME CONSULTANT)

TITLE

Sworn before me:

This

day of

2002

PATIENT'S NAME: _____

LIST

NOTABLE FINDINGS

This part is to be completed by the User Department and forwarded with Final Requisition to DBD

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES

MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF BUSINESS DEVELOPMENT

COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING
PROFESSIONAL SERVICES
(CBE-A/E)

(ORDINANCE 01-103 AND A.O. 3-32)

PARTICIPATION PROVISIONS

There are two (2) Contract Measures:
Set-Aside and Subconsultant Goal

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

Set-Aside	
Subcontractor Goal	20%

DEPARTMENT OF BUSINESS DEVELOPMENT
175 N.W. 1 AVENUE, 28th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915

FEBRUARY 2002

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MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF BUSINESS DEVELOPMENT

COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING
PROFESSIONAL SERVICES
(CBE-A/E)

(ORDINANCE 01-103 AND A.O. 3-32)

PARTICIPATION PROVISIONS

There are two (2) Contract Measures:
Set-Aside and Subconsultant Goal

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

Set-Aside	<input type="text"/>
Subcontractor Goal	<input type="text" value="20%"/>

DEPARTMENT OF BUSINESS DEVELOPMENT
175 N.W. 1 AVENUE, 28th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915

FEBRUARY 2002

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MIAMI-DADE COUNTY
FLORIDA

DEPARTMENT OF BUSINESS DEVELOPMENT

COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING
PROFESSIONAL SERVICES
(CBE-A/E)

(ORDINANCE 01-103 AND A.O. 3-32)

PARTICIPATION PROVISIONS

There are two (2) Contract Measures:
Set-Aside and Subconsultant Goal

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

Set-Aside	
Subcontractor Goal	20%

DEPARTMENT OF BUSINESS DEVELOPMENT
175 N.W. 1 AVENUE, 28th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915

FEBRUARY 2002

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**SCHEDULE OF PARTICIPATION
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES**

Name of Prime Consultant: Williams, Hatfield & Stoner, Inc.

Project No. E02-MDAD-05

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Schedule of Participation (CBE 101) in the proposal document at the time of proposal submittal. In addition, all Prime Consultants must include the Letters of Intent (CBE 102) in the proposal document for all CBE-A/E subconsultants that will be utilized on the project; or the Prime Consultant may submit the Letters of Intent for the Contracting Officer by 4:00 p.m. on the second business day following proposal opening. The portion of the work to be performed by the CBE-A/E member of a joint venture is to be set forth in detail separately from the work to be performed by the non-CBE-A/E member of the joint venture.

Name of Prime Consultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed by Prime Consultant	% of Proposal
Williams, Hatfield & Stoner, Inc.	N/A	N/A	Prime Consultant, Project Management, Aviation Engineering, Construction Management, Quality Control	40%

Name of Subconsultant	CBE-A/E Certification No.	CBE-A/E Certification Exp.	Type of Work to be Performed by Prime Consultant	% of Proposal
CRJ and Associates, Inc.	437	12/31/02	MOT/Phasing/Scheduling, Permits/SWPPP, Construction Management	17%
CES Consultants, Inc.	423	9/30/02	CADD Production	10%
Hillers Electrical Engineering, Inc.	1144	9/30/02	Electrical Engineering	1%

To be completed by the Prime Consultant

I certify that the representations contained in this Schedule of Participation are to the best of my knowledge true and accurate.

Check box if Unavailability Certificates are or will be provided in lieu of or in addition to this Schedule of Participation to demonstrate the lack of availability.

☐

Signature
L. Michael Carey, P.E.

Date

September 26, 2002

Anthony A. Nolan

Name of CEO or President

Print Name

**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contacting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: Williams, Hatfield & Stoner, Inc.

Name of Prime Consultant

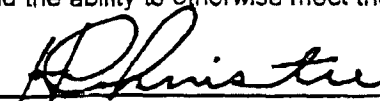
CONTRACT NAME: MIA Runway 9R/27L Pavement Strengthening

CONTRACT NO.: E02-MDAD-05

The undersigned holds DBE Certification No. 437, expiring on 12/31/2002
Federal Employer Identification No. 65-0969527

Item No.	Scope - Description of Work Item	Percentage Amount
	MOT/Phasing/Scheduling, Permits/SWPPP, Construction Management	17%
Total		17%

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.



Subconsultant Signature

September 26, 2002

Date

Harry Christie

President

Print Name

Title

CRJ and Associates, Inc.

Name of CBE Firm

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Post-it® Fax Note	7671	Date	11/5/03	# of pages	2
To	Maryse Georges	From	Rosemarie Wilson		
Co./Dept.	MDAD	Co.	CICC		
Phone #		Phone #	375-2660		
Fax #	876-8068	Fax #	375-1083		

**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contacting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: Williams, Hatfield & Stoner, Inc.

Name of Prime Consultant

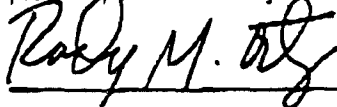
CONTRACT NAME: MIA Runway 9R/27L Pavement Strengthening

CONTRACT NO.: E02-MDAD-05

The undersigned holds DBE Certification No. 423, expiring on 9/30/02
Federal Employer Identification No. 65-0792884

Item No.	Scope - Description of Work Item	Percentage Amount
	CADD Production	10%
Total		10%

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.



Subconsultant Signature

September 26, 2002

Date

Rudy M. Ortiz, P.E.

President

Print Name

Title

CES Consultants, Inc.

Name of CBE Firm

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**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contacting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: Williams, Hatfield & Stoner, Inc.

Name of Prime Consultant

CONTRACT NAME: MIA Runway 9R/27L Pavement Strengthening

CONTRACT NO.: E02-MDAD-05

The undersigned holds DBE Certification No. 1144, expiring on 9/30/02
Federal Employer Identification No. 65-0469356

Item No.	Scope - Description of Work Item	Percentage Amount
	Electrical Engineering	1%
Total		1%

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.


Subconsultant Signature

September 25, 2002

Date

Paul Hillers

President

Print Name

Title

Hillers Electrical Engineering, Inc.

Name of CBE Firm

AFFIDAVITS

MIAMI-DADE COUNTY

**MIAMI-DADE FIRE RESCUE DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS**

Project Title MIA Runway 9R/27L Pavement Strengthening

Project Number E02-MDAD-05

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, C. Zachary Fuller (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

TetraTech WHS, Inc. dba Williams, Hatfield & Stoner, Inc.
(Name of Firm/Respondent)

2101 N. Andrews Avenue, Suite 300, Ft. Lauderdale, FL 33311
(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

1. The full legal name and business address of the person or entity contracting or transacting business with Miami-Dade County is:

Tetra Tech WHS, Inc.
dba Williams, Hatfield & Stoner, Inc.

2. If the contract or business transaction is with a Corporation, provide the full legal name and business address and title for each officer.

President, Charles Zachary Fuller, 2101 N. Andrews Ave., Suite 300, Ft. Lauderdale, FL 33311

Executive Vice President, James M. Jaska, 3475 E. Foothill Blvd., Pasasena, CA 91107

Treasurer, David W. King, 3475 E. Foothill Blvd., Pasasena, CA 91107

Vice President and Secretary, Richard A. Lemmon, 3475 E. Foothill Blvd., Pasasena, CA 91107

Vice President of Surveying, Rafael R. Cabrera, 2101 N. Andrews Ave., Suite 300, Ft. Lauderdale, FL 33311

Vice President of Surveying, Joseph L. Lavetsky, 2101 N. Andrews Ave., Suite 300, Ft. Lauderdale, FL 33311

Vice President of Landscape Architecture, Richard E. Durr, Jr., 2101 N. Andrews Ave., Suite 300, Ft. Lauderdale, FL 33311

Director, Li-San Hwang, 3475 E. Foothill Blvd., Pasasena, CA 91107

3. If the contract for business transaction is with a Corporation, provide the full legal name and business address for each director.

Sole Director, Li-San Hwang, 3475 E. Foothill Blvd. Pasadena, CA. 91107

4. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each stockholder who holds director or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Tetra Tech WHS is a wholly owned subsidiary of Tetra Tech, Inc.

5. If the contractor or business transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary. All such names and addresses are:

Not Applicable

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: <u>N/A</u>	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) <u>N/A</u> (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No):

- ✓ 11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED)

Post Office Box addresses not acceptable.

If a Joint Venture, list this information for each member of the Joint Venture

Tetra Tech WHS	Total Employees	Racial/Ethnic Group Status											
		White				Black				Hispanic			
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers	4	1	3			1							1
Professionals	20	5	13	1		1		4				2	1
Technical	25	4	20	3			1	5	3				
Sales Workers													
Office and Clerical	1	7	1	5		2							
Craft Workers (Skilled)													
Craft Workers (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
Grand Total	50	17	37	9		2	3	9	3			2	2
Percentage	74.6%	25.4%	55.2%	13.4%		3.0%	4.5%	13.4%	4.5%	0.0%	0.0%	3.0%	3.0%

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY
DURING THE LAST FIVE (5) YEARS:**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
------------------	-----------------------------------	---------------------------	----------------------------

(1)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
(1)			
<u>1999</u>	<u>\$200,000</u>	<u>\$200,000</u>	<u>0%</u>
Name of Dept. & Summary of Professional Services performed	<u>Miami-Dade Public Works</u> <u>General Land and Engineering Surveying Services</u> <u>E98-PW-01-24</u>		
Litigation Arising out of Agreement	<u>None</u>		
(2)			
<u>2001</u>	<u>\$450,000</u>	<u>\$450,000</u>	<u>0%</u>
Name of Dept. & Summary of Professional Services performed	<u>Miami-Dade Public Works</u> <u>Miscellaneous Surveying Services</u> <u>E98-PW-01-24</u>		
Litigation Arising out of Agreement	<u>None</u>		

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	DOLLAR AMOUNT OF ORIG.AGREEMENT	FINAL AMT. OF AGREEMENT	PERCENTAGE DIFFERENTIAL
-------------------	------------------------------------	----------------------------	----------------------------

(1)

2001	\$500,000	\$500,000	%
------	-----------	-----------	---

Name of Dept. &
Summary of
Professional
Services
performed

Miami-Dade DERM

FEMA Roadway Restoration

E-01-DERM-04-EP

Litigation
Arising out
of Agreement

None

(2)

\$	\$	%
----	----	---

Name of Dept. &
Summary of
Professional
Services
performed

Litigation
Arising out
of Agreement

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

- A. How long has firm been in business? Acquired by Tetra Tech, Inc. March 30, 2001. Original date of incorporation as Williams, Hatfield & Stoner, Inc., on September 4, 1958.
- B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? C. Zachary Fuller was formerly with CDM and Brown & Caldwell.
- C. List firm's private sector business for the last five (5) years:

<u>NAME OF CLIENT (Top 5 by revenue)</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1) <u>Broward County Aviation Division</u>	<u>various runway and facilities design,</u> <u>renovation, and/or construction</u> <u>projects</u>
(2) <u>City of Oakland Park</u>	<u>various infrastructure and utilities</u> <u>design, renovation, and/or construction</u> <u>projects</u>
(3) <u>Taubman</u>	<u>various private development planning,</u> <u>design, construction projects</u>
(4) <u>Florida Power & Light</u>	<u>various power transmission planning,</u> <u>design, construction projects</u>
(5) <u>Florida Department of Transportation</u>	<u>various transportation planning, design,</u> <u>construction projects</u>

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

_____. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

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hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years. _____ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.

- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.
- This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION

ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

- _____ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.
- X My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.
- _____ My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.
- _____ My firm has a Board of Directors which is representative of the population make-up of the nation.
(Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.: _____ Date: _____
Project Title: _____

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: _____ after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____ (address,
city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: _____
(Signature)

By _____
(Signature)

Witness: _____
(Signature)

(Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: _____ Having the title of _____
() a _____ corporation () partnership () joint venture
He/She is () personally known to me, or
() has produced _____ As identification.

Notary Seal:

Notary Signature: _____
Type or print name: _____

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

FAIR WAGE AFFIDAVIT

Above named proposer shall pay workers on the project minimum wage rates in accordance with Ordinance No. 90-143, Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the contract documents.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:

C. Zachary Miller
Signature of Affiant
Printed Name of Affiant and Title

519-018443118
Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 11th day of July, 2003
He/She is personally known to me or has presented _____ as identification.

Type of identification

Debra Lynn Keaft
Signature of Notary

161254

Serial Number

Print or Stamp Name of Notary

10/27/06

Expiration Date

Notary Public - State of

Notary Seal

